COLLECTIVE AGREEMENT

BETWEEN

THE NUNAVUT EMPLOYEES UNION

AND

THE MINISTER RESPONSIBLE FOR THE PUBLIC SERVICE ACT

EXPIRES

SEPTEMBER 30, 2010

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PREAMBLE

The Employer and the Union recognize the necessity of implementing the Nunavut Land Claims Agreement and the needs of Inuit with respect to the protection of their culture, way of life and language in the **Pinasuaqtavut document based on the Inuit Qaujimajatuqangit principles.**

Both the Employer and the Union confirm their commitment to both the rights and obligations set out in the Nunavut Land Claims Agreement, as well as the working conditions that are set out in this Collective Agreement which is negotiated pursuant to the Public Service Act.

ARTICLE 1 - Purpose of Agreement

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

1.02 The parties to this Agreement share a desire to improve the quality promote the well-being and increase the productivity of the employees to the end that Nunavut will be well and efficiently served. Accordingly the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the Bargaining Unit are employed.

ARTICLE 2 - Interpretations and Definitions

2.01 For the purpose of this Agreement:

(a) ***"Alliance"*** means the Public Service Alliance of Canada;

(b) ***"Allowance"*** means compensation to an employee in addition to his/her regular remuneration payable for the performance of his/her position;

(c) ***"Bargaining unit"*** means those employees as set out in Section 41 (1.4) (a) of the *Public Service Act;*

(d) ***"Calendar Year"*** means the period from January 1 to December 31 of the same year;

(e) **"*Continuous Employment*"** and **"*Continuous Service*"** means:

(i) uninterrupted employment with the Public Service;
(ii) uninterrupted employment with the Government of the Northwest Territories provided that the employee was employed in the Public Service on April 1, 1999.
(iii) prior employment of an employee who was laid off and reappointed to a position in the Public Service;
(iv) where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation, and is re-employed within a period of three (3) months; his/her periods of employment for purposes of superannuation, severance pay and vacation shall be considered as continuous employment within the Public Service.

(f) ***"Day of Rest"*** means a day other than a holiday or a day of leave of absence, on which the employee is not ordinarily required to perform the duties of the position;

(g) "***Demotion"*** means the appointment of an employee for reasons of misconduct, incompetence or incapacity, to a new position for which the maximum pay is less than that of his/her former position;

(h) ***"Department"*** means a division of the Public Service designated as a department by the Premier, upon the recommendation of the Executive Council;

(i) ***"Deputy Head"*** means the Deputy Minister of a Department, the Chief Executive Officer or President of a Board or Agency, or a person duly appointed as a Deputy Head;

(j) **"*Dependant*"** means:

(i) the spouse of an employee who is residing with the employee;
(ii) any child, adopted child or stepchild of the employee who;
   a. is attending school or is a student at some other institution, and is under twenty-one (21) years; or
   b. is under twenty-one (21) years and dependent upon the employee for support; or
   c. is twenty-one (21) years or older and dependent upon the employee because of a mental or physical illness; or
   d. any other relative of the employee who is a member of the employee's household and is totally dependent upon the employee for support because of a mental or physical illness.

(k) ***"Dismissal"*** means either a rejection on probation pursuant to Section 21 of the *Public Service Act* or a dismissal pursuant to Section 33 of the *Act*;

(l) ***"Effects"*** include the furniture, household goods, equipment and personal effects of an employee and his/her dependants at the time of his/her move but does not include automobiles, boats, motorcycles, snowmobiles, trailers, animals or foodstuffs. However, where a continuing employee is moved from one community to another within Nunavut he/she may include in his/her effects all-terrain vehicles, snowmobiles and foodstuffs;

(m) ***"Employee"*** means a member of the Bargaining Unit and includes:

(i) a *"casual employee"* which means an person employed by the Employer for work of a temporary nature;

(ii) an *"indeterminate employee"* which means a person employed for an indeterminate period;

(iii) a *"part-time employee"* which means an employee who has been appointed to a position for which the hours of work on a continuing basis are less than the standard work day, week or month;

(iv) a *"seasonal employee"* which means an employee appointed to a position which is not continuous throughout the year but recurs in successive years;

(v) a *"term employee"* which means a person other than a casual or indeterminate employee who is employed for a fixed period in excess of four (4) months.

(n) ***"Employer"*** means the Government of Nunavut as represented by the Minister responsible for the *Public Service Act* or his/her designate;

(o) ***"Fiscal Year"*** means the period starting April 1 of one calendar year and ending March 31 of the following calendar year;

(p) ***"Grievance"*** means a complaint in writing that an employee, group of employees, or the Union submits to management, to be processed through the grievance procedure;

(q) ***"Headquarters"*** When modified by the word "employees" means the community in which the employee's position is located. In other contexts it may refer to the Regional Headquarters or the Government Headquarters in Iqaluit;

(r) ***"Holiday"*** means the twenty-four (24) hour period commencing at 12:01 A.M. of the day designated as a paid holiday in this agreement;

(s) ***"Lay-Off"*** means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function and who is suitable for continued employment in the Public Service. Lay-Off does not mean an employee whose employment has been terminated because of a transfer of the work or function to another Employer where the employee is offered employment with the new Employer.

(t) ***"Leave of Absence"*** means absent from duty with the Employer's permission;

(u) ***"Manager"*** means an employee responsible for planning, organizing, coordinating, directing and controlling the use of human resources, material and money;

(v) ***"May"*** is permissive; ***"Shall"*** and ***"Will"*** are imperative;

(w) ***"Membership Fees"*** means the fees established pursuant to the By-Laws of the Union as the fees payable by the members of the Bargaining Unit, and shall not include any initiation fee, insurance premium or special levy;

(x) ***"Notice"*** means notice in writing which is hand delivered or delivered by registered mail;

(y) ***"Overtime"*** means work performed by an employee in excess of or outside of his/her regularly scheduled hours of work;

(z) ***"Point of Departure"*** means:

(i) Montreal or Ottawa - for all communities in the Baffin Region, Winnipeg - for all communities in the Kivalliq Region, Edmonton - for all communities in the Kitikmeot Region.

(ii) the community the employee resided in at the time of initial appointment to the Government of Nunavut, or if employed as of April 1, 1999, the community the employee resided in at the commencement of the employee's continuous service.

(aa) ***"Point of Recruitment"*** means the community the employee resided in immediately prior to the time of initial appointment to the Government of Nunavut, or if employed as of April 1, 1999, the community the employee resided in immediately prior to the commencement of the employee's continuous service.

(bb) ***"Probation"*** means a period of six (6) months from the day upon which an employee is first appointed to the Public Service, except that for an employee first appointed to a position at Pay Level 13 or higher, it shall be a period of one (1) year. Probation also means a period of six (6) months from the day upon which an existing employee is appointed to a new position within the Public Service **as a Promotion.** If an employee does not successfully complete his/her probationary period **on promotion** the Employer will make every reasonable effort to appoint him/her to a position comparable to the one from which **he/she was** promoted.

(cc) ***"Promotion"*** means the appointment of an employee to a new position, the maximum rate of pay of which exceeds that of his/her former position by at least:

(i) the minimum increment in the new position, or

(ii) four percent (4%) of the maximum rate of pay of the former position where the new position has only one (1) rate of pay.

(dd) ***"Public Service"*** means the Public Service of the Government of Nunavut, as defined in the Public Service Act;

(ee) ***"Public Service Act"*** means the *Nunavut Public Service Act*;

(ff) ***"Rates of Pay"***:

(i) ***"weekly rate of pay"*** means an employee's annual salary divided by 52.176;

(ii) ***"daily rate of pay"*** means an employee's weekly rate of pay divided by five (5);

(iii) ***"hourly rate of pay"*** means an employee's daily rate of pay divided by his/her regularly scheduled daily hours of work, or where an employee is paid by the hour, the rate of pay established by the Employer for his/her part-time employment.

(iv) ***"straight time rate"*** means the hourly rate of remuneration

(gg) ***"Reasonable Job Offer"*** means an offer of indeterminate employment within the Public Service, normally at a pay level equal to or greater than the employee's current level. Where practicable, a reasonable job offer shall be within the employee's headquarters.

(hh) ***"Refusal of Transfer"*** means an employee whose position has been transferred to a new community and the employee chooses not to transfer with the position.

(ii) ***"Representative"*** means an employee who has been elected or appointed to an area steward or who represents the Union at meetings with management and who is authorized to represent the Union;

(jj) **"*Spouse*"** means

(i) an individual to whom you are legally married; or

(ii) an individual who is

a. the natural or adopted parent of an employee's child; or

b. in a relationship with an employee for at least twelve (12) consecutive months.

(kk) ***"Standby"*** means any period of time during which, on the instruction of the deputy head, an employee is required to be available for recall to work;

(ll) ***"Transfer"*** means the appointment of an employee to a new position that does not constitute a promotion or demotion;

(mm) ***"Union"*** means the Nunavut Employees Union;

(nn) ***"Voluntary Separation"*** means an employee whose employment has been terminated and whose position is filled by another employee who was about to be or has been given a lay-off notice, or who has been laid-off and is on the priority list as a result of a lay-off.

(oo) ***"Week"*** means a period of seven (7) consecutive calendar days beginning at 0001 hours Monday morning and ending at 2400 hours on the following Sunday night;

(pp) ***"Work of the Bargaining Unit"*** means:

(i) The parties agree that no employee shall suffer a reduction in the hours of work, pay, or benefit as a result of work performed by individuals:

a. working as volunteers;
b. working under the scope of Territorial Land Claims or federally funded grants or projects;
c. working on projects funded by charitable organizations; and
d. working as on-the-job trainees from a totally publicly funded institution.

(qq) ***"Time and one-half"*** means one and one-half times the straight time rate.

(rr) ***"Double time"*** means twice the straight time.

2.02 Except as otherwise provided expressions used in this Agreement:

(a) if defined in the *Public Service Act* or in the *Regulations* made there under, or in the *Nunavut Employees Union Act*, have the same meaning as given to them in those Acts; and

(b) if defined in the *Interpretation Act*, but not defined in the Acts mentioned in paragraph (a) above, have the same meaning as given to them in the *Interpretation Act*.

2.03 Where the masculine gender is used, it shall be considered to include the feminine gender unless any provision of this Agreement otherwise specifies. Where the feminine gender is used, it shall be considered to include the masculine gender unless any provision of this Agreement otherwise specifies.

ARTICLE 3 - Recognition

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.

ARTICLE 4 – Application

4.01 The provisions of this Agreement apply to the Union, the employees, and the Employer.

4.02 Part-time employees shall be entitled to all eligible benefits provided under this Agreement except as limited by the eligibility provisions of the Public Service Health Care Plan, the Superannuation Plan, the Disability Insurance Plan, and the Dental Plan.

ARTICLE 5 – State Security

5.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any Act of Nunavut.

5.02 **Future Legislation**

In the event that any law passed by Parliament or the Legislative Assembly of Nunavut renders null and void or alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. When this occurs the Collective Agreement shall be re-opened upon the request of either party and negotiations shall commence with a view to finding an appropriate substitute for the annulled or altered provision.

5.03 **Conflict of Provisions**

Where there is any conflict between the provisions of this Agreement and any regulation, direction or other instrument dealing with terms and conditions of employment issued by the Employer, the provisions of this Agreement shall prevail.

5.04 **Employer's Directives**

The Employer shall provide the Union with a copy of all Personnel directives, departmental policies, and any other general directives or policies that affect Union members. The Employer shall not implement any new policies, or effect any changes to existing ones, without prior consultation with the Union.

ARTICLE 6 – Strikes and Lockouts

6.01 During the term of this Collective Agreement there shall be no lockouts by the Employer and no interruption or impeding of work, work stoppage, strike, sit-down, slow down, or any other interference with production by any employee or employees.

ARTICLE 7 – Managerial Responsibilities

7.01 Except to the extent provided herein, this Agreement in no way restricts the Employer in the management and direction of the Public Service.

ARTICLE 8 – Restriction of Outside Employment

8.01 (a) When an employee wishes to carry on any business or employment outside his/her regularly scheduled hours of duty, **including other employment within the Public Service**, he/she shall notify the Employer in writing of the nature of such business or employment prior to starting such business or employment. **The Employer shall acknowledge, in writing, the employee's request.** The nature of the proposed outside employment or business shall be held in strict confidence by the Employer.

(b) When the Employer desires to prohibit an employee's engagement in business or employment outside his/her regularly scheduled hours of duty such employee will be notified in writing together with the reason for withholding such permission.

(c) When an employee requests permission in (a) above, the Employer shall respond within thirty (30) calendar days of the Employer's acknowledgement of receipt. If no response is received, permission shall be assumed.

8.02 Employees are prohibited from carrying on any business or employment outside their regularly scheduled hours of duty when such business or employment is such that:

(a) a conflict of duties may develop between an employee's regular work and his/her outside interests; and

(b) certain knowledge and information available only to Public Service personnel place the individual in a position where he/she can exploit the knowledge or information for personal gain, and

(c) the Employer shall provide in writing the reasons for its decision that the outside employment constitutes a conflict of interest and such reasons shall be provided in a timely fashion.

ARTICLE 9 - Union Access to Employer Premises, Provision of Bulletin Board Space and Other Facilities

9.01 Upon reasonable notice, the Employer shall permit access to its work premises to an accredited representative of the Union. When visits to restricted areas are involved the representative shall obtain the Employer's permission or escort to enter the premises. Permission to enter the Employer's premises shall not be unreasonably denied.

9.02 The Employer and the Union agree that it is in the interests of both parties to have an informed membership and to this end the Employer shall provide bulletin board space in each work location clearly identified for exclusive Union use for the posting of notices pertaining to elections, appointments, meeting dates, minutes of Union meetings, news items and social and recreational affairs**. The bulletin board shall be a minimum of 24 inches by 36 inches.**

9.03 The Employer shall make available to the Union specific locations in each work location for the placement of bulk quantities of literature of the Union or other union-like organizations.

9.04 The Employer shall make available to the Union and the Bargaining Unit members a suitable meeting room for each local and sub-local to be used periodically for Bargaining Unit members.

9.05 Subject to the provisions of Article 14, the Union and employees shall be allowed to communicate with each other on Union related matters using the Employer's e-mail and network systems, within the usage constraints inherent to those systems. Employees shall have access to the Union's electronic sites through the Employer's connections to the Internet subject to the usage constraints inherent in those systems. The Employer shall not monitor or restrict Union electronic communications except as provided for under Article 14. In all other respects, Union communications shall be considered as private and confidential correspondence.

9.06 A representative of the Union shall have the right to meet with new employees in the employee's community to make a presentation of up to 60 minutes **subject to operational requirements**. Employees shall be granted leave with pay to attend these meetings. Adequate space for these meetings may be provided by the Employer when requested by the Union representative.

ARTICLE 10 – Appointment of Representatives

10.01 The Employer acknowledges the right of the Union to appoint employees as representatives. The Union will provide the Employer with the names of all representatives, the jurisdiction they represent, a contact number and work location before the Employer is required to recognize them.

10.02 The Union shall determine the jurisdiction of each representative, having regard to the plan of organization, the distribution of employees at the workplace and the administrative structure implied by the grievance procedure covered by this Agreement.

ARTICLE 11 – Time Off For Union Business

11.01 For the purposes of all "leave without pay" described under Article 11 (Time off for Union Business) the Employer shall ensure that the Employee is paid their full salary, benefits, pension contributions, annual increments, salary increases, and continuous

employment. The Employer shall invoice the Union for the salary, benefits and pension cost for the leave.

11.02 (a) **Arbitration Hearing (Disputes) & Mediation**

Upon reasonable notification, the Employer shall grant leave with pay to a reasonable number of employees representing the Union before an Arbitration hearing or at mediation;

(b) **Arbitration Hearing (Grievance) - Employee Called as a Witness**

Upon reasonable notification, the Employer shall grant leave with pay to an employee called as a witness before an Arbitration hearing;

11.03 (a) The Employer shall grant leave with pay to an employee who is a party to the grievance, which is before an Arbitration Board.

(b) **Employee Who Acts as a Representative**

Upon reasonable notification, the Employer shall grant leave with pay to the Representative of an employee who is a party to the grievance.

(c) Employee Called as a Witness

Upon reasonable notification, the Employer shall grant leave with pay to a witness called by an employee who is a party to the grievance.

11.04 Contract Negotiation Meetings

Upon reasonable notification, the Employer shall grant leave with pay for five (5) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.

11.05 Preparatory Contract Negotiations Meetings

Upon reasonable notification, the Employer shall grant leave without pay to a reasonable number of employees to attend preparatory negotiations meetings.

11.06 Meetings Between Employee Organizations and Management

Upon reasonable notification, the Employer shall grant time-off with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

11.07 Employee Organization, Executive Council Meetings, Congress and Convention

Upon reasonable notification, the Employer shall grant reasonable leave without pay to a reasonable number of employees to attend Executive Council meetings and conventions of the Union, the Alliance, the Canadian Labour Congress and the Northern Territories Federation of Labour.

11.08 Representatives Training Courses

Upon reasonable notification, the Employer shall grant reasonable leave without pay to employees who exercise the authority of a Representative on behalf of the Union to undertake training related to the duties of a Representative.

11.09 Time Off For Representatives

(a) A Representative shall obtain the permission of his/her immediate supervisor before leaving his/her work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld.

(b) The Representative shall make every reasonable effort to report back to his/her supervisor before resuming his/her normal duties

(c) Where an employee and his/her Representative are involved in the process of a grievance, he/she shall be granted time off with pay.

11.10 Leave for Elected Officers

(a) (i) Employees elected as President, 1st Vice-President, 2nd Vice-President, and Regional Vice-President of the Union shall be granted leave of absence for up to the term of office. During the leave of absence such employees shall maintain all accumulated rights and benefits to which they are entitled under the Collective Agreement.

(ii) Upon reasonable notification, the Employer shall grant leave without pay to a Union representative seconded for a minimum period of one week to serve as President of the Union on a temporary basis.

(b) The Employer shall continue to pay such employees their applicable salary in accordance with the terms of the Collective Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid.

(c) The benefits of any group plan shall be extended to such employees and the Union shall reimburse the Employer for any costs involved.

(d) Such employees shall be entitled to an increment for each year of their leave of absence to a maximum of Step six (6) in their pay level of their applicable salary.

(e) Such employees shall advise the Employer as soon as possible when an extension of the leave of absence is applicable due to re-election.

(f) Upon termination of their leave of absence such employees shall be returned to their former position with the Employer in the same work site and community before they commenced the leave of absence. When such employees wish to invoke this clause of the Collective Agreement they shall provide the Employer with a three (3) month notice of their intent to do so.

(g) Notwithstanding Clause **11.10(f)**, the Employer may make an offer of employment to such employees to a position inside the Bargaining Unit should such employees bid on a competition and be the successful candidate.

11.11 Upon reasonable notification, the Employer shall grant leave without pay to allow the PSAC Regional Executive Vice-President North to perform his/her duties.

11.12 The Employer shall grant time off with pay to:

(a) An employee who is party to a staffing or a job evaluation appeal;

(b) An employee who represents an employee who is party to a staffing or job evaluation appeal; and

(c) Up to two (2) employees who are delegated to represent the Union in a staffing or job evaluation appeal proceeding.

11.13 Subject to operational requirements, the Employer shall grant leave without pay for two (2) employees:

(a) to participate as delegates to constitutional conferences or other similar forums mandated by territorial legislation; and

(b) to present briefs to commissions, boards and hearings that are mandated by territorial legislation or the Federal Government and whose area of interest is of concern to organized labour.

ARTICLE 12 – Check Off and Information

12.01 The Employer shall, as a condition of employment, deduct an amount equal to the amount of membership dues from the pay of all employees in the Bargaining Unit.

12.02 The Union shall inform the Employer in writing of the authorized deduction to be checked off for each employee within the Bargaining Unit.

12.03 For the purpose of applying Clause 12.01, deductions from pay for each employee shall occur on a bi-weekly basis and shall apply to the extent that earnings are available. Where an employee does not have sufficient earnings in respect of any bi-weekly period to permit deduction, the Employer shall not be obligated to make such deductions from subsequent salary.

12.04 No employee organization other than the Union shall be permitted to have membership fees deducted by the Employer from the pay of the employees in the Bargaining Unit.

12.05 The Union shall inform the Employer in writing of the authorized deduction for PSAC Group Life Insurance premiums for each employee who participates in the PSAC Group Life Insurance Plan, and the Employer shall make the authorized deduction from the participating employee's pay.

12.06 (a) The amounts deducted in accordance with Clauses 12.01 and 12.05 shall be remitted to the Comptroller of the Alliance, by cheque, within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

(b) The Employer agrees to provide to the Union, by the end of each calendar month, a report in the form of an Excel table concerning the identification of each member in the Bargaining Unit. This report shall include as a single line: the employee's first, middle, and last names (as separate fields), social insurance number, employee number, position number, position title, pay range, step, annual salary, dues deducted, hire date, termination date, casual/term/indeterminate status, included status, department, division, work location and community.

(c) In addition, the Employer shall provide the Union on a quarterly basis with a report of all employees that were included or excluded from the Bargaining Unit during that period. This report shall include each employee's first, middle, and last names (as separate fields), position number, position title, and exclusion criteria for those employees in positions not specifically named in the Act (i.e., 41(1.7)(a), 41(1.7)(d-legal officer), and 41(1.7)(h)).

(d) The Employer agrees to continue past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

12.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

12.08 The Employer agrees to identify annually on each employee's T-4 slip the total amount of Union dues deducted for the preceding year.

ARTICLE 13 – Information

13.01 The Employer shall provide to each employee a copy of the Collective Agreement.

13.02 The Employer agrees to provide each new member of the Bargaining Unit with a copy of the Collective Agreement upon his/her appointment.

13.03 The Employer shall provide a translated version of the Collective Agreement in one of the official languages of Nunavut, as requested by an employee. In the event of any dispute concerning a proper interpretation of any provision of this Agreement the English version shall govern.

ARTICLE 14 - Access to the Internet and Privacy for Digital Communication

14.01 The Employer shall provide clear directives describing acceptable use of GN networks, email, the Internet, and the World Wide Web.

14.02 The Employer shall consult with the NEU when contemplating changes to the directives.

14.03 The Employer shall respect the Employee's reasonable expectation of privacy when communicating by electronic means. This does not preclude the Employer from conducting routine network maintenance and administration procedures to ensure reliability and traffic flow, nor from meeting its obligations to ensure due diligence against misuse or liability arising from material that is illegal, offensive or otherwise inappropriate.

14.04 Employees may use email and Internet services for personal reasons during breaks or, with prior approval, on their own time. Employees shall not access or disseminate any material that is illegal, offensive or otherwise inappropriate. No employee shall allow Internet usage for personal reasons to interfere with the performance of their duties.

14.05 The Employer shall not limit access to the GN computer network or Internet without due cause. Any finding made by the Employer of misuse of the GN computer network or the Internet shall be communicated to the Employee as soon as practicable and the account will be suspended pending a request for reinstatement from the departmental Deputy Head. In exercising each of the supervisory responsibilities covered by this Article, the Employer will be guided by Standard Operating Procedures for system administration, security, forensic technical audit, Computer Emergency Response (CERT), and/or criminal investigation procedures.

14.06 Unacceptable use of Internet and email services shall result in immediate suspension of network privileges by the Employer and may result in disciplinary action.

15 - Designated Paid Holidays

15.01 (a) The following days are designated paid holidays for employees covered by this Collective Agreement:

(i) New Year's Day;

(ii) Good Friday;

(iii) Easter Monday;

(iv) The day fixed by proclamation of the Governor in Council for the celebration of the Birthday of the Sovereign;

(v) Canada Day;

(vi) Nunavut Day;

(vii) The first Monday in August;

(viii) Labour Day

(ix) The day fixed by Order of the Government of the Nunavut as a general day of Thanksgiving;

(x) Remembrance Day;

(xi) Christmas Day;

(xii) Boxing Day; and

(xiii) One additional day when proclaimed by an Act of Parliament as a National Holiday.

(b) Where the Employer agrees to provide the majority of employees in any community with time off in support of a community function, those employees who are unable to take advantage of the time off because of operational requirements will be paid at the overtime rate for hours worked during that period.

15.02 Article 15.01 does not apply to an employee who is absent without pay on both the working day immediately preceding and the working day following the Designated Paid Holiday, except with the approval of the Employer or where leave has been granted under Article 11.

Holiday Falling On A Day of Rest

15.03 When a day designated as a holiday under Clause 15.01 coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his/her day of rest.

15.04 When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 15.03:

(a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and

(b) work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday

15.05 When the Employer requires an employee to work on a Designated Paid Holiday as part of his/her regularly scheduled hours of duty or as overtime when he/she is not scheduled to work he/she shall be paid in addition to the pay that he/she would have been granted had he/she not worked on the holiday:

(a) one and one half (1 1/2) times his/her hourly rate for the first four (4) hours worked and

(b) twice (2) his/her hourly rate for hours worked in excess of four (4) hours or

(c) an equivalent combination of cash and a day of leave at a later date convenient to both the employee and the Employer.

15.06 Where a day that is a designated holiday for an employee falls within a period of a leave with pay, the holiday shall not count as a day of leave.

15.07 At the request of the employee, and where the operational requirements of the service permit, an employee shall not be required to work both Christmas and New Year's Day.

15.08 All regularly scheduled shift hours worked by employees between 5:00 P.M. December 24 and 12:01 A.M. the day following, or 5:00 P.M. December 31 and 12.01 A.M. the day following, will be paid in accordance with Clause 15.05.

ARTICLE 16 – Religious Observance

16.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

16.02 Employees may, in accordance with the provisions of this Agreement, request annual leave, compensatory leave (for eligible employees), leave without pay, or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

16.03 Notwithstanding clause 16.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of two (2) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

16.04 An employee who intends to request leave or time off under this Article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

ARTICLE 17 – Leave General

17.01 When the employment of an employee who has been granted more annual, sick or special leave with pay than he/she has earned is terminated, the employee shall be considered to have earned that amount of leave with pay granted to him/her provided that:

(a) an employee's employment is terminated by his/her death;

(b) an employee's employment is terminated by lay-off instituted at any time after he/she has completed one (1) or more years of continuous employment.

17.02 When an employee is in receipt of an extra allowance and is granted leave with pay, he/she is entitled during his/her period of leave to receive the allowance if the special or extra duties in respect of which he/she is paid the allowance were assigned to him/her on a continuing basis.

17.03 During the month of May in each year, the Employer shall inform each employee in the Bargaining Unit in writing of the balance of his/her special, sick and annual leave credits as of the 31st day of March.

17.04 If, at the end of the fiscal year, an employee's entitlement to annual leave with pay includes a fractional entitlement of less or more than one-half day the entitlement shall be increased as follows:

(a) to a half day if the fractional entitlement is less than one-half day;

(b) to a full day if the fractional entitlement is more than one-half day.

17.05 (a) Special and annual leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.

(b) An employee's entitlement to special and annual leave will be converted from days to hours as follows:

(i) Employees whose class code in Appendix B specifies 40-hour work week will have their entitlement to special and annual leave multiplied by 8.

(ii) Employees whose class code in Appendix B specifies a 37.5-hour work week will have their entitlement to special and annual leave multiplied by 7.5.

(iii) Employees whose class code in Appendix B specifies a 42-hour work week will have their entitlement to special and annual leave multiplied by 8.4.

ARTICLE 18 – Annual Leave

18.01 Accumulation of Annual Leave

(a) For each month of a fiscal year in which an employee receives ten (10) days pay, he/she shall earn Annual Leave at the following rates:

(i) one decimal three seven five (1.375) days each month until the month in which the anniversary of the second (2nd) year of continuous service is completed.

(ii) one decimal seven nine (1.79) days each month commencing in the month after completion of two (2) years of continuous service and ending in the month that nine (9) years of continuous service is completed.

(iii) two decimal zero eight (2.08) days each month commencing in the month after completion of nine (9) years of continuous employment.

(iv) two decimal five (2.5) days each month commencing the month after completion of fourteen (14) years of continuous employment.

(v) two decimal nine two (2.92) days each month commencing the month after completion of nineteen (19) years of continuous employment.

(b) The accumulated service for part-time employees shall be counted for the improved annual leave entitlements in (ii), (iii), (iv), (v), (vii), (viii), (ix), (x) above of section (a) of this Article.

18.02 **Granting of Annual Leave**

(a) In granting annual leave with pay to an employee, the Employer shall make every reasonable effort:

(i) to schedule annual leave for all employees in the fiscal year in which it is earned;

(ii) not to recall an employee to duty after he/she has proceeded on annual leave;

(iii) to grant the employee his/her annual leave during the fiscal year in which it is earned at a time specified by him/her;

(iv) to comply with any request made by an employee before January 31, that he/she be permitted to use in the following fiscal year any period of annual leave of four (4) days or more earned by him/her in the current year;

(v) (a) to grant the employee annual leave for at least up to six (6) consecutive weeks depending upon his/her annual leave entitlements when so requested by the employee; and

(b) to grant employees their annual leave preference and, where as between two or more employees who expressed a preference for the same period of annual leave, length of service with the Government of Nunavut will prevail;

(c) where the operational requirements of the service are such that an employee is not permitted to take his/her annual leave during the months of June to September inclusive in one fiscal year, special consideration will be given to his/her being granted his/her annual leave during the months of June to September in the next fiscal year;

(d) to grant the employee his/her annual leave when specified by the employee if the period of annual leave is less than a week, providing the employee gives the Employer reasonable advance notice.

(b) The Employer shall reply to the request for annual leave submitted by the employee as soon as possible, but no later than two (2) weeks after the request has been received.

(c) Where the Employer has proposed to change, reduce or deny the annual leave requested by the employee, the Employer shall provide the employee with the reasons, in writing, for such change, reduction or denial of annual leave.

18.03 Where in respect of any period of annual leave, an employee:

(a) is granted special leave, when there is a death in his/her immediate family as defined in Article 19; or

(b) is granted special leave with pay because of illness in the immediate family as defined in Article 19; or

(c) is granted sick leave on production of a medical certificate, which was issued during the period of illness except when a health care professional is not available;

the period of annual leave so displaced shall either be added to the annual leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

18.04 **Carry-Over Provisions**

Employees are not permitted to carry over more annual leave credits than can be earned in one (1) fiscal year. Annual leave credits exceeding a one (1) year entitlement will be liquidated in cash in the month of May.

18.05 **Recall From Annual Leave**

When during any period of annual leave, an employee is recalled to duty, he/she shall be reimbursed for reasonable expenses that he/she incurs:

(a) in proceeding to his/her place of duty;

(b) in respect of any non-refundable deposits or prearrangements associated with his/her annual leave;

(c) in returning to the place from which he/she was recalled if he/she immediately resumes annual leave upon completing the assignment for which he/she was recalled;

after submitting such accounts as are normally required by the Employer.

18.06 The employee shall not be considered as being on annual leave during any period in respect of which he/she is entitled under Clause 18.05 to be reimbursed for reasonable expenses incurred by him/her.

18.07 **Leave When Employment Terminates**

Where an employee dies or otherwise terminates his/her employment:

(a) Outstanding annual leave credits will be paid at current rate of pay.

(b) The Employer shall grant the employee any annual leave earned but not used by him/her before the employment is terminated by lay-off if the employee so requests because of a requirement to meet the minimum service requirements for severance pay.

18.08 An employee whose employment is terminated by reason of a declaration that he/she abandoned his/her position is entitled to receive the payment referred to in Clause 18.07. If after reasonable efforts the Employer is unable to locate the employee within 6 months of termination, his/her entitlement shall lapse.

18.09 Where an employee other than a casual ceases to be employed for a reason other than dismissal, abandonment of position or rejection on probation and is re-employed, his/her completed years of prior employment shall be considered continuous service under Clause 18.01(a).

18.10 **Winter Bonus Days**

An employee shall receive one (1) winter bonus day for every five (5) consecutive non-overlapping days of annual leave, which he/she liquidates between October 1st and March 31st of any fiscal year up to a limit of four (4) winter bonus days in any one (1) fiscal year. Winter bonus days must be liquidated immediately following the annual leave days during which they were earned and cannot be carried over into the next fiscal year. Winter bonus days shall be calculated in accordance with Article 17.05.

18.11 Voluntary Unpaid Leave

A voluntary unpaid leave program will be offered to eligible employees, as follows:

(a) Deduction of 1.92% of regular salary and scheduling off up to a maximum of five days' leave at a future time within the fiscal year. Granting of leave will be subject to operational requirements being met to the satisfaction of the Deputy Head or his/her designate.

(b) New employees on initial hire are provided the opportunity to participate in the voluntary 1.92% deduction and leave program.

(c) Employees do not have the opportunity to change their option until the next fiscal year. In situations where employees would like to change their option, they must advise in writing of the change to their respective pay and benefits administration office at least four (4) weeks prior to the commencement of government fiscal year beginning April 1.

(d) Employees who are hired after April 1 of a fiscal year and who elect to participate in the voluntary 1.92% deduction and leave program will be provided with leave equal to the amount of the deductions taken from the employee.

(e) Employees who terminate prior to taking the approved leave will be reimbursed the full amount deducted from regular salary.

(f) Preference will be given to employees to take earned annual leave before any voluntary leave deducted at 1.92% of regular salary is approved.

ARTICLE 19 - Special Leave Credits

19.01 An employee shall earn special leave credits up to a maximum of thirty (30) days at the following rates:

(a) .50 of a day for each calendar month in which he/she received pay for at least ten (10) days, or

(b) .25 of a day for each calendar month in which he/she received pay for less than ten (10) days.

As credits are used, they may continue to be earned up to the maximum.

19.02 **Special Leave**

For the purpose of this article, immediate family is defined as an employee's father, mother **(or alternately stepfather or stepmother),** brother, sister, spouse, common-law spouse, child, step-child, foster child, father-in-law, mother-in-law, **brother-in-law, sister-in-law,** grandmother, grandfather, **grandchild** and any relative permanently residing in the employee's household or with whom the employee presently resides.

(a) The Deputy Head shall grant special leave earned with pay for a period of up to five (5) consecutive working days:

(i) when there is a death in the employee's immediate family;

(ii) when an employee is to be married.

(b) The Deputy Head may grant an employee special leave with pay for a period of up to five (5) consecutive working days:

(i) **(a)** where a member of the immediate family requires surgery or becomes ill (not including childbirth) and the employee is required to care for his/her dependents or for the sick person;

(b) where a member of the immediate family residing outside the employee's community of residence becomes seriously ill.

(ii) where special circumstances not directly attributable to the employee prevent his/her reporting to duty, including:

(a) serious household or domestic emergencies;

(b) a transportation problem caused by weather if the employee makes every reasonable effort to report for duty;

(c) school closures or daycare closures due to adverse weather conditions;

(d) serious community emergencies, where the employee is required to render assistance.

(iii) in the event of the death of the employee's **son-in-law, daughter-in-law.**

(iv) in circumstances which are of general value to the Public Service, such as where the employee:

(a) takes an examination which will improve his/her position or qualifications in the Public Service;

(b) attends his/her University Convocation, if he/she has been continuously employed for at least one (1) year;

(c) Requires a medical examination for enlistment in the Armed Forces or in connection with a veteran's treatment program.

(v) Such leave will not be unreasonably withheld.

(c) The Deputy Head may grant an employee special leave with pay for a period of one (1) working day where a member of the immediate family is giving birth to a child and the employee is required to participate in the childbirth or care for the birth mother's dependants.

(d) The Deputy Head may grant an employee special leave for a period of up to half a day to attend the funeral of the employee's aunt or uncle.

19.03 Special Leave in excess of the maximum days prescribed in Clauses 19.02(a), 19.02(b), 19.02(c) and 19.02(d) may only be granted with the approval of the Deputy Head.

19.04 The Employer will grant Special Leave to employees in the following circumstances:

(a) three (3) days on the birth of an employee's child; such leave may be divided into two parts and taken on separate days and shall be taken no later than ten (10) days following the return of the child to the employee's place of residence;

(b) three (3) days on the adoption of a child.

19.05 The Deputy Head shall, subject to operational requirements and with advance notice, grant employees Special Leave with pay for one (1) working day per fiscal year, to be taken at the discretion of the employee.

19.06 Advance of Credits

Where an employee has insufficient credits to permit the granting of special leave within the meaning of this Article, leave up to a maximum of five (5) days may, at the discretion of the Employer, be granted, subject to the deduction of such advance leave from any special leave credits subsequently earned. Should the employee leave prior to earning sufficient credit, any outstanding leave paid shall be recovered.

19.07 Casual Leave

(a) Employees may be granted casual leave with pay to a maximum of two (2) hours for the following purposes:

(i) Medical, Dental and Legal Appointments

Whenever it is necessary for an employee to attend upon his/her doctor, dentist, or lawyer during working hours he/she may be granted casual leave for these purposes.

(ii) School Functions to attend parent/teachers meetings and school functions.

(iii) Other Casual Leave

The Deputy Head may grant an employee casual leave for other purposes of a special or unusual nature.

(b) Employees may be granted casual leave with pay to a maximum of one day per occurrence where the employee's physician requires him/her to attend regular or recurring medical treatments and checkups. Such casual leave shall not be unreasonably denied.

19.08 Employees shall be granted special leave with pay for time lost through quarantine when the employee provides the Employer with a medical certificate to that effect.

19.09 The provisions of this Article do not apply to an employee who is on leave of absence without pay, or under suspension.

ARTICLE 20 – Sick Leave

20.01 **Credits**

(a) An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he/she receives pay for at least ten (10) days.

Sick leave administration

(b) (i) Sick leave will be taken in hours, on the basis of the employee's regularly scheduled hours of work for the day the leave is taken.

(ii) An employee's entitlement to sick leave will be converted from days to hours as follows:

(a) Employees whose standard hours are 40 hours weekly will have their entitlement to sick leave multiplied by 8.

(b) Employees whose standard hours are 37.5 hours weekly will have their entitlement to sick leave multiplied by 7.5.

(c) Employees whose standard hours are 42 hours weekly will have their entitlement to sick leave multiplied by 8.4.

20.02 Subject to Clause (a) and (b) below, and to the remainder of this Article, all absences on account of illness on a normal working day (exclusive of designated holidays) shall be charged against an employee's accumulated sick leave credits.

(a) There shall be no charge against an employee's sick leave credits when his/her absence on account of illness is less than one-half (1/2) day and the employee has been on duty for at least two (2) hours;

(b) Where the period of absence on account of illness is at least one-half (1/2) day but less than a full day, one-half (1/2) day only shall be charged as sick leave.

20.03 (a) Unless otherwise informed by the Employer an employee must sign a statement stating that because of his/her illness or injury he/she was unable to perform his/her duties:

(i) if the period of leave requested does not exceed three (3) working days, and

(ii) if in the current fiscal year, the employee has not been granted more than nine (9) days sick leave wholly on the basis of statements signed by him.

(b) For the purposes of 20.03(a), a day refers to a calendar day, not the number of hours in the employee's shift.

20.04 An employee is required to produce a certificate from a qualified medical practitioner, certifying that such employee is unable to carry out his/her duties due to illness:

(a) for sick leave in excess of three (3) working days;

(b) for any additional sick leave in a fiscal year when in the same fiscal year the employee has been granted nine (9) days sick leave wholly on the basis of the statements signed by him/her.

20.05 Where leave of absence without pay is authorized for any reason, or an employee is laid-off because of lack of work, and the employee returns to work upon expiration of such leave of absence or lay-off, he/she shall earn sick leave credits for each month in which he/she worked at least ten (10) days and shall retain any unused sick leave existing at the time of lay-off or commencement of leave without pay.

20.06 In circumstances where sick leave would be authorized but the employee has insufficient or no sick leave credits, at the discretion of the Employer, he/she shall be granted sick leave in advance to a limit of fifteen (15) days, which shall be charged against future credits as earned. If the employee dies before authorized unearned sick leave has been liquidated, no recovery shall be made from the employee's estate.

20.07 An employee is not eligible for sick leave with pay for any period during which he/she is on leave of absence without pay or under suspension.

20.08 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for a concurrent period, there shall be no charge against his/her sick leave credits for the period of concurrency.

20.09 **Transportation To A Medical Centre**

(a) Where an employee or an employee's dependant is required to travel from his/her place of residence in Nunavut to secure medical treatment, traveling expenses incurred will be reimbursed subject to the following provisions:

(i) payment shall not exceed the cost of return transportation to the point of departure or the nearest place where adequate treatment is available

(whichever results in the lesser expense) accommodation and meal costs, in accordance with Article 20.09(b).

(ii) Where, due to inclement weather conditions, or to circumstances completely beyond an employee's control, his/her travel to the centre where treatment is to be provided is interrupted, the enroute accommodation and meals will be reimbursed in accordance with Article 20.09(b).

(iii) Payment shall not be made unless the claim is supported by a certificate from a qualified medical practitioner stating that the treatment (including dental) was non-elective and required for the health of the patient and could not be provided by the facilities or services available at the community in which the employee is resident.

(b) The following expenses, supported by an expense claim with receipts, will be reimbursed:

(i) taxi fare for required travel. (Airport shuttle bus must be used if feasible)

(ii) the most economical airfare, or mileage in accordance with Article 41.12(a)(ii).

(iii) up to 25 days hotel accommodation and meal costs in accordance with Article 41.05 and 41.06.

(iv) up to a maximum of fifty dollars ($50.00) per day for accommodation, meals and local transportation expenses for any periods beyond twenty-five (25) days, and not to exceed forty (40) days.

(c) (i) Where a qualified medical practitioner certifies that it is necessary for an employee or his/her dependent to be accompanied by some other person, the Employer shall approve the reimbursement of expenses for this person as set out in Article 20.09(b).

(ii) When someone other than a medical attendant or person designated by **the Government of Nunavut Department of** Health and Social Services accompanies the employee or his/her dependant, where applicable, he/she shall be the spouse, the parent or another person designated by the employee.

(d) In the case of an employee being the escort for a member of his/her immediate family, the employee may be granted special leave for non-elective medical evacuation only. Such leave will not be unreasonably denied. Travel time, as defined under Clause 20.10, will not be granted for this escort duty.

(e) The employee completes an application for travel assistance under a group surgical or medical plan to which the Employer and the employee share the premium and a form assigning any payment under the group surgical or medical plan to the Employer to the extent that costs for travel have been paid by the Employer under this Article.

(f) This provision shall apply to an employee's dependants where the employee has declared in a notarized statement that this benefit is not provided to the employee's dependants by the Government of the Nunavut or by another Employer.

20.10 **Travel Time**

Every employee who receives medical travel assistance under 20.09 and travels to a medical centre may be granted leave of absence with pay for the actual time taken to travel, up to a maximum of **four** days. Any such travel time will not be charged against sick leave credits. The Employer's approval is necessary.

ARTICLE 21 - Other Types of Leave

21.01 **Court Leave**

An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave with pay:

(a) to serve on a jury and the jury selection process; or

(b) to answer a subpoena or summons to attend as a witness in any proceeding authorized by law to compel the attendance of witnesses.

21.02 **Public Service Leave**

(a) An employee, other than an employee on leave of absence without pay or under suspension, will be granted leave with pay:

(i) to serve as a Justice of the Peace;

(ii) to serve as a Coroner; or

(iii) to participate in a public inquiry.

(b) An employee, other than an employee on leave of absence without pay or under suspension, may be granted leave with or without pay for a period of up to a maximum of fifteen (15) days per fiscal year to do public service work which is in the interest of the Employer or Nunavut. Public Service work for the purposes of this clause is limited to:

(i) participation in **firefighting** and search and rescue **training and missions;**

(ii) serving on a government board, such as the Workers Compensation Board, or the Liquor Licensing Board;

(iii) serving on a co-management board or other Institute of Public Government board established under the Nunavut Land Claims Agreement;

(iv) serving on a municipal council or committee; or

(v) participating in Federal/Territorial/Municipal consultation forums;

(vi) attends a course in civil defense training including Canadian Ranger exercises, training and missions.

(c) The public service leave described in article 21.02(b) will be either with or without pay depending on the following circumstances:

(i) where the employee receives an honorarium for the public service that is equal to or greater than the daily rate of pay, public service leave is granted without pay;

(ii) where the employee is entitled to an honorarium which is less than the daily rate of pay, public service leave will be granted with pay, but the employee must relinquish the entitlement to any honorarium;

(iii) where an honorarium is not received, leave is granted with full pay.

21.03 **Injury on Duty Leave**

An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer where it is determined by a Workers' Compensation Board that he/she is unable to perform his/her duties because of:

(a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's willful misconduct; or

(b) sickness resulting from the nature of his/her employment; or

(c) over-exposure to radioactivity or other hazardous conditions in the course of his/her employment;

if the employee agrees to pay the Government of Nunavut any amount received by him/her for loss of wages in settlement of any claim he/she may have in respect of such injury, sickness or exposure, providing however that such amount does not stem from a personal disability policy for which the employee or his/her agent has paid the premium.

21.04 **Maternity Leave**

(a) (i) An employee who becomes pregnant shall notify the Employer in writing at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy and, subject to Section (ii) of this clause, shall, eleven (11) weeks before the expected date of the termination of her pregnancy be granted leave without pay for a period ending not later than twenty-six (26) weeks after the date of the termination of her pregnancy. The employee may apply to Pay & Benefits Division, Department of Finance and she shall be given, within one week of application, a clear understandable information package about maternity leave requirements and benefits.

(ii) The Employer may:

(a) upon written request from the employee, defer the commencement of maternity leave without pay of an employee or terminate it earlier than twenty-six (26) weeks after the date of the termination of her pregnancy;

(b) grant maternity leave without pay to an employee to commence earlier than eleven (11) weeks before the expected termination of her pregnancy;

(c) where maternity leave without pay is requested, require an employee to submit a medical certificate certifying pregnancy.

(iii) Leave granted under this Article shall be counted for the calculation of "continuous employment" and "continuous service".

(b) (i) After completion of 6 months continuous employment, an employee who provides the Employer with proof that she has applied for and is in receipt

of unemployment insurance benefits pursuant to Section 22, *Employment Insurance Act*, shall be paid a maternity leave allowance.

(ii) An applicant under Clause 21.04(b)(i) shall sign an agreement with the Employer providing:

(a) that she will return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work;

(b) that she will return to work on the date of the expiry of her maternity leave, unless this date is modified with the Employer's consent.

(iii) Should the employee fail to return to work, except by reason of death, disability or lay-off as per the provision of Clause 21.04(b)(ii), the employee recognizes that she is indebted to the Employer for the amount received as maternity leave allowance. Should the employee not return for the full six months, the employee's indebtedness shall be reduced on a prorated basis according to the number of months for which she received pay.

(iv) No employee shall be laid off, transferred or relocated while on, or within six (6) months of his/her return, from maternity or adoption leave without the consent of the employee, the Employer and the Union.

(c) In respect of the period of maternity leave, payments of maternity leave allowance will consist of the following:

(i) For the first two (2) weeks, payments equivalent to 93% of her weekly rate of pay. For up to a maximum of an additional 15 weeks, payments equivalent to the difference between the unemployment insurance benefits she is eligible to receive and 93% of her weekly rate of pay;

(ii) (a) for a full-time employee the weekly rate of pay referred to in Clause 21.04(c)(i) shall be the weekly rate of pay to which she is entitled for the job evaluation prescribed in her certificate of appointment on the day immediately preceding the commencement of the maternity leave.

(b) for a part-time employee the weekly rate of pay referred to in Clause 21.04(c)(i) shall be the prorated weekly rate of pay to which she is entitled for the job evaluation prescribed in her certificate of appointment averaged over the six month period of continuous employment immediately preceding the commencement of the maternity leave.

(iii) Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan.

(iv) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan.

(v) Where an employee becomes eligible for a pay increment or an economic adjustment with respect to any period in which the employee was in receipt of payments under Clause 21.04(c)(i), the payments shall be adjusted accordingly.

(d) Further, when a pregnant employee produces a statement from her physician that her working condition may be detrimental to her health or that of the fetus, the employer will either change those working conditions where that is reasonable within his/her operational requirements or allow the employee to take leave of absence without pay for the duration of her pregnancy.

21.05 **Emergency Leave**

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee in emergency or unusual circumstances. Such leave will not be unreasonably denied.

21.06 **Parental Leave Without Pay**

(a) Where an employee has or will have the actual care or custody of his/her newborn child, or an employee commenced proceedings to adopt a child or obtains an order for the adoption of a child, he/she shall be granted parental leave without pay for a single period of up to twenty-six (26) consecutive weeks. This leave without pay shall be taken during the fifty-two (52) week period immediately following the day the child was born or, in the case of adoption, within the fifty-two (52) week period from the date the child comes into the employee's care and custody.

(b) An employee who intends to request parental leave without pay shall make every effort to provide reasonable notice to the Employer. In the case of an adoption, the employee shall notify the employer as soon as the application for adoption has been approved by the adoption agency or legal guardianship and custody papers have been completed.

(c) Leave granted under Clause 21.06(a) shall be counted for the calculation of "continuous employment" and "continuous service."

(d) After completion of six (6) months continuous employment, an indeterminate employee who has been granted parental leave without pay and who provides the Employer with proof that he/she has applied for and is in receipt of parental benefits pursuant to the Employment Insurance Act shall be paid a parental leave allowance.

(e) An applicant under Clause 21.06(d) shall sign an agreement with the Employer providing:

(i) that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work;

(ii) that he/she will return to work on the date of the expiry of his/her parental leave without pay unless this date is modified with the Employer's consent.

(f) Should the employee fail to return to work in accordance with the provisions of Clause 21.06(e), except by reason of the employee's death, disability or lay-off, the employee recognizes and acknowledges that he/she is indebted to the Employer for the amount of parental leave allowance received. Should the employee not return for the full six (6) month period, the employee's indebtedness to the Employer shall be reduced on a prorated basis according to the number of months he/she has returned to work.

(g) The period of parental leave without pay taken by an employee who has not take maternity leave without pay, or who has taken maternity leave without pay and has not received a maternity leave allowance, parental leave allowance payments shall be equivalent to 93% of the employee's weekly rate of pay for the first two (2) weeks, and for an additional **twelve (12)** weeks, effective date of signing, payments equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 93% of the employee's weekly rate of pay.

(h) The period of parental leave without pay taken by an employee who has taken maternity leave without pay and received a maternity leave allowance, parental leave allowance payments will be equivalent to the difference between the employment insurance benefit she is eligible to receive and 93% of the employee's weekly rate of pay for a period of **fourteen (14)** weeks effective date of signing.

(i) For a full-time employee the weekly rate of pay referred to in Clauses 21.06(g) and (h) shall be the weekly rate of pay to which he/she is entitled for the job evaluation prescribed in his/her certificate of appointment on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be.

(j) For a part-time employee the weekly rate of pay referred to in Clauses 21.06(g) and (h) shall be the prorated weekly rate of pay to which he/she is entitled for the job evaluation prescribed in his/her certificate of appointment on the day immediately preceding the commencement of the parental leave without pay or maternity leave without pay, as the case may be, averaged over the six month period of continuous employment immediately preceding the commencement of the parental or maternity leave without pay.

(k) Employees shall have no vested right to payments under this Clause 21.06 except to payments during the period of unemployment as specified in this Clause.

(l) Parental leave without pay utilized by an employee couple, both of whom are employed by the employer, in conjunction with maternity leave shall not exceed a total of fifty-two (52) weeks.

(m) Parental leave without pay taken by an employee in conjunction with maternity leave shall be taken immediately after the termination of maternity leave and the duration of both periods of leave without pay combined shall not exceed a total of fifty-two (52) weeks.

(n) When parental leave is taken by an employee couple, both of whom are employed by the Employer, parental leave allowance payments shall not exceed a total of **fourteen (14)** weeks, effective date of signing, for both employees combined, and parental leave without pay taken by an employee couple shall not exceed a total of twenty-six (26) weeks for both employees combined.

Leave Without Pay for Relocation of Spouse

21.07 (a) The Employer shall grant leave without pay for a period of one (1) year, at the request in writing of an indeterminate employee whose spouse's position is permanently relocated or who accepts an appointment to another position outside the indeterminate employee's headquarters area. If the indeterminate employee does not obtain another position within the one (1) year period, the indeterminate employee shall cease to be an employee at the end of approved period of leave without pay.

(b) Leave without pay granted under this Clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and annual leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave, which is for a period of more than three (3) months, shall not be counted for pay increment purposes.

21 .08 Hunting, Fishing, Harvesting Leave

Subject to operational requirements, leave without pay may be granted on very short notice, to a maximum of two (2) days per year to an employee in order to meet traditional hunting, fishing or harvesting pursuits. Such leave shall not be unreasonably withheld.

21 .09 Compassionate Care Leave

(a) Compassionate Care leave provides employees the opportunity to balance their work and family life by taking reasonable unpaid leave for certain reasons.

(b) Indeterminate employees are entitled to Compassionate Care leave – a leave of absence from employment up to eight (8) weeks without pay to provide care or support to a family member.

Definitions

(c) "Family member" in relation to an employee means:

- **(i) A spouse or common-law partner of the employee;**
- **(ii) A child of the employee or a child of the employee's spouse or common-law partner;**
- **(iii) A parent of the employee or a spouse or common-law partner of the parent;**
- **(iv) Any other person who is a member of a class of persons prescribed for the purposes of this definition ("family member" in accordance with the Employment Insurance Act.**

(d) "Qualified Medical Practitioner" means a person entitled to practice medicine under the laws of the jurisdiction in which care or treatment of the Family Member is provided.

Application of Leave

(e) Employees will be required to provide a medical certificate from a qualified medical practitioner supporting the leave period request. A certificate from another medical practitioner, such as a nurse practitioner, will be acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

(f) The medical certificate will confirm that the member of the family is gravely ill with a significant risk of death within 26 weeks (6 months) and that the care of one or more family members is required to:

(i) **provide for psychological comfort or emotional support;**

(ii) **arrange for care provided by a third party provider (e.g. a health care professional); or**

(iii) **directly provide or participate in the care.**

(g) Employees requesting Compassionate Care leave will be required to complete a Compassionate Care leave form coordinated by the Employer and provide confirmation that they qualify for Employment Insurance benefits along with a medical certificate from a qualified medical practitioner supporting the leave period request.

(h) An employee shall notify the Employer, in writing, of the commencement date of the leave.

(i) Compassionate Care leave without pay not exceeding more than eight (8) weeks may be shared by two or more employees of the same family working for the Employer.

(j) Any designated paid holiday occurring during the Compassionate Care leave period shall be considered leave without pay.

(k) An employee approved for Compassionate Care leave will not have their position offered to another employee unless the Employee offers the employee an alternative equivalent position in the community.

(l) The Employer will not dismiss, suspend, lay-off, demote or discipline an employee because he/she has applied and been granted Compassionate Care leave of absence.

ARTICLE 22 – Hours of Work

22.01 **Day Work**

(a) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under Appendices B2, B6, B10, B14 specified as standard 37.5 weekly hours are:

(i) The standard daily hours will be seven and one-half (7 ½) consecutive hours, between 08:30 and 17:00, each day from Monday to Friday.

(ii) The standard yearly hours will be one thousand nine hundred and fifty (1950.)

(iii) The standard daily hours are exclusive of a minimum half (1/2) hour lunch period scheduled as close as possible to mid-day.

(iv) There shall be a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.

(b) Unless otherwise agreed upon by the Employer and the Union, the standard hours of work for employees under Appendix B-3 specified as standard forty (40) weekly hours are:

(i) The standard daily hours will be eight (8) consecutive hours, between 08:00 and 17:00, each day from Monday to Friday.

(ii) The standard yearly hours will be two thousand and eighty (2080.)

(iii) The standard daily hours are exclusive of a minimum half hour (1/2) lunch period scheduled as close as possible to mid-day.

(iv) There shall be a paid fifteen (15) minute break in the morning and a paid fifteen (15) minute break in the afternoon.

22.02 **Shift Work**

Where the employee's work is scheduled by the Employer to fall outside of the standard hours of work as defined in 22.01, the following process applies:

(a) The Employer and the Union will agree before establishing new or revised shift hours for an operational unit. Such agreement will not be unreasonably withheld. The Employer shall give employees at least fourteen (14) days notice of any change.

(b) The daily shift hours will be no more than sixteen (16) hours.

(c) The number of consecutive shift days of work shall be no more than seven (7) days.

(d) The number of consecutive days of rest between shifts shall be no less than two (2) days.

(e) The number of shift days in a year for which the employee is entitled to be paid is determined by dividing the standard yearly hours 1950 or 2080 by the daily shift hours.

(f) The number of shift days in a year that the employee is scheduled to work is determined by dividing the yearly designated paid holiday hours for the holidays identified in Clause 15.01(a) by the daily shift hours and subtracting the result from the number of shift days calculated in accordance with (e) above. Compensation for work on a designated paid holiday shall be compensated in accordance with Clauses 15.05(a) and (b); and

The following provisions of Article 15 shall not apply to employees covered by Clause 22.02: 15.01(a), 15.02, 15.03, 15.04, 15.05(c).

22.03 The Employer will post a master work schedule for employees in an operation who work shift hours.

(a) The Employer shall:

(i) avoid excessive fluctuations in hours of work; and
(ii) post a schedule no less than fourteen (14) calendar days in advance to run for at least twenty-eight (28) calendar days;

(b) The Employer shall make every reasonable effort to:

(i) give employees every second Saturday and Sunday off, ensuring a minimum of forty-eight (48) consecutive hours off duty;
(ii) schedule at least two (2) consecutive days off; and
(iii) not schedule more than one (1) shift in any twenty-four (24) hour period.

(c) When an employee works two (2) shifts in any calendar day:

(i) one of the shifts shall be deemed overtime; and
(ii) except in an emergency an employee may not work more than two (2) consecutive shifts.

(d) An employee shall be granted alternate weekends off as often as reasonably possible with each employee receiving a minimum of every third weekend off. Overtime rates of pay shall apply to weekend hours worked by an employee on the third consecutive weekend and subsequent consecutive weekends worked thereafter. It is understood that if an employee is required to be on travel status on a weekend, it shall be deemed as a weekend worked for the purpose of this clause. This Clause does not apply to employees who are hired exclusively to work weekends or who request to exchange shifts with other employees to work weekends.

22.04 Provided sufficient advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.

22.05 The Employer shall make every reasonable effort to schedule an employee's shifts to allow for regular attendance at educational courses.

22.06 The Employer will provide transportation, or the actual cost of commercial transportation, between home and the workplace for an employee whose scheduled hours of work start or finish between midnight and 06:00 or who is required to travel to and from work during those hours to perform overtime work.

22.07 **Flexible Hours**

At the request of an employee, the Employer may grant flexible or staggered hours between 07:00 and 20:00. This is subject to operational requirements.

22.08 **Compressed Work Week**

At the request of an employee, the Employer may agree to allow the employee to work hours from Monday to Friday inclusive which may vary from the standard daily 7.5 or 8 or weekly 37.5 or 40 hours as follows:

(a) Over a period of twenty-eight (28) calendar days, the employee must work or be on approved leave or a designated paid holiday for a period equal to four times the standard weekly hours.

(b) The Employer's agreement will be granted only where operational requirements continue to be met.

(c) There must be no increase in cost to the Employer and no decrease in productivity due to the selection of hours.

(d) A schedule of hours of work for the compressed workweek will be agreed by the employee and the employee's supervisor. An employee who works in excess or outside of the scheduled hours established shall be compensated in accordance with the overtime provisions of this Collective Agreement.

(e) The hours of work may not be varied for the purpose of avoiding payment of overtime to individual employees.

(f) This arrangement may be terminated at any time, by either the employee or the Employer with at least 14 days notice.

22.09 (a) At the request of an employee, the Employer may allow employees to determine their own hours of work to meet operational requirements that due to the ongoing nature of their work cannot be met by working the standard hours. Such requests shall not be unreasonably denied.

(b) Where these employees work more than the standard hours of work over a period of twenty-eight (28) calendar days, they shall be entitled to one compensatory hour off with pay for each extra hour worked. These employees must make every reasonable effort to schedule their hours to minimize extra hours worked.

(c) Compensatory hours must be taken at a time mutually agreeable to both the employee and the employer. They must be used in the same fiscal year in which they are earned.

(d) At the end of the fiscal year, those accumulated compensatory hours which the employee has been unable to use will be liquidated in cash, at the normal hourly rate of pay, up to a maximum of fifteen (15) times the standard daily hours of work. If the employee has accumulated more than this, the extra hours will lapse. Under no circumstances will an employee be paid out more than fifteen (15) times the standard daily hours of work 7.5 or 8. There shall be no carry over of those hours from one fiscal year to the next.

(e) It is understood that Clause 22.09 is not intended to be used on an ad hoc basis to meet operational requirements or to avoid the payment of overtime to employees.

(f) Employees who are required by the Employer to work outside their varied hours shall be paid in accordance with the overtime provisions of this Collective Agreement. Employees who are required by the Employer to work on designated paid holidays shall be compensated in accordance with Article 15.

(g) This arrangement may be terminated at any time by either the employee or the Employer with a minimum of fourteen (14) days notice.

22.10 **General Rules**

Employees are entitled to one 15 minute paid rest period in every period of 4 or 3.5 consecutive hours worked as appropriate. The scheduling of these rest periods is subject to the approval of the employee's supervisor.

ARTICLE 23 - Overtime

23.01 An employee who is required to work overtime shall be paid overtime compensation for each completed fifteen (15) minutes of overtime worked by him/her subject to a minimum payment of one (1) hour at the overtime rate when:

(a) the overtime work is authorized in advance by the Employer, except when employees are required to work in isolated communities, in which case the Employer must make arrangements for the authorization of overtime prior to the employee's dispatch to an isolated settlement;

(b) the employee does not control the duration of the overtime work.

23.02 Employees shall record starting and finishing times of overtime on a form determined by the employer.

23.03 (a) Subject to the operational requirements of the service the Employer shall make every reasonable effort:

(i) to allocate overtime work on an equitable basis among readily available qualified employees who are normally required in their regular duties to perform that work; and

(ii) to give employees who are required to work overtime reasonable advance notice of this requirement.

(b) An employee may, for cause, refuse to work overtime, providing he/she places his/her refusal in writing.

(c) Notwithstanding the permission granted by the Employer to engage in business or employment outside his/her regularly scheduled hours of duty under Article 8,

such business or employment may not be approved as a cause to refuse to work overtime.

23.04 (a) An employee who is requested to work overtime shall be entitled to a minimum of one hour's pay at the appropriate rate described below in (b).

(b) Overtime work shall be compensated as follows:

(i) at time and one-half (1 1/2) for all hours except as provided in Clause 23.04 (b)(ii);

(ii) at double time (2) for all hours of overtime worked after the first four (4) consecutive hours of overtime and double time (2) for all hours worked on the second or subsequent day of rest, provided the days of rest are consecutive.

(iii) In lieu of (i) and (ii) above the employee may request and the Employer shall grant equivalent leave with pay at the appropriate overtime rate to be taken at a time mutually agreeable to the Employer and the employee. An employee may accumulate up to 150 hours leave with pay each fiscal year in a non-refillable bank of leave. Any additional overtime hours over 150 shall be paid in accordance with (i) and (ii) above. Any amounts in the bank of leave may be carried forward from one fiscal year to the next, provided that at no time shall the bank of leave exceed 150 hours. All amounts carried over to a new fiscal year and not liquidated by August 31 shall be paid out in the first pay in October in the new fiscal year.

(c) "First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the employee completed his/her last regular shift, and

(d) When the first and second or subsequent day of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending at the time of commencement of the employee's next regular shift.

23.05 Notwithstanding anything in this Article, an employee's scheduled hours of work shall not be construed as guaranteeing the employee hours of work.

23.06 Where an employee is required to work three (3) or more hours of overtime immediately following his/her regularly scheduled hours of duty, and, because of the operational requirements of the service, the employee is not permitted to leave his/her place of work, the Employer will either provide the employee with a meal or meal allowance equal to the amount of the dinner in accordance with the Duty Travel Article (Article 41).

ARTICLE 24 – Pay

24.01 Employees are entitled to be paid for services rendered for the job evaluation and position to which they are appointed at the pay rates specified in the appendices attached.

24.02 (a) Employees shall be paid on a bi-weekly basis with paydays being every second Friday.

(i) In the event there is a delay in paying new or transferred employees, the Employer will assist those employees by providing advances or by other appropriate means.

(ii) Employees who reside in communities, which have a chartered bank, will have their cheques delivered through direct deposit to the bank of their choice in Nunavut or elsewhere in Canada. Employees who have direct deposit will have their pay stubs delivered to them in sealed envelopes.

(b) Employees who reside in communities which do not have a chartered bank have the choice of having their cheques:

(i) delivered to them in sealed envelopes; or

(ii) deposited through direct deposit to the bank of their choice in Canada.

(c) Employees who under article 24.02 (a) or (b) receive their pay by direct deposit shall receive any of the following funds that they may be entitled to under this agreement by way of direct deposit:

i. travel advances;
ii. travel claims;
iii. food and transportation assistance;
iv. reimbursement for allowable expenses;
v. reimbursement for professional dues;
vi. fees and tuition

(d) (i) Where an employee has received more than his or her proper entitlement to wages or benefits or where retroactive membership dues deductions are necessary, no continuing employee shall be subject to such deductions in excess of ten percent (10%) of the employee's gross earnings per pay period except in recoveries for absent without leave.

(ii) When deductions are made, the employer shall provide an itemized statement identifying the type and amount of each deduction.

24.03 Employees who have earned overtime compensation or any other extra allowances in addition to their regular pay shall receive such remuneration in the four (4) weeks following the day the employee submits the appropriate form.

24.04 **Acting Pay**

When an employee is required by the Employer to perform the duties of a higher **bargaining unit** job evaluation **position** on an acting basis, he/she shall be paid acting pay calculated from the date on which he/she commenced to act as if he/she had been appointed to that higher job evaluation level for the period in which he/she acts. The Employer shall provide the Employee with a written request to assume acting duties in advance of the Employee performing those duties.

When an employee is required by the Employer to perform the duties of a non-bargaining unit position on an acting basis the employee will be given clear notice that he/she will be treated as an excluded employee governed by the Excluded Employee or Managers Handbook. The Employer will provide the employee full details of the employee's salary and benefit entitlement while in the acting position.

24. 05 **Salary Increases**

(a) The Employer agrees to pay the negotiated salary increases to every employee not later than the second month following the month in which this Agreement is signed and not later than the month following the month in which any subsequent salary increases become effective.

(b) The Employer agrees to pay all retroactive remuneration for salary increases, overtime, acting pay and allowances not later than the third month following the month in which the Agreement is signed. This payment shall be accompanied by a statement, which accounts for all aspects of the payment.

24.06 When an employee is appointed to a new position in the Public Service, he/she shall be paid:

(a) If the appointment constitutes a promotion as defined in Clause 2.01(cc) an increase in salary that is nearest to but not less than the difference between Step 1 and Step 2 of the new pay range. In addition, if a performance increment is due not later than six (6) months from the date of promotion and is recommended, an increment will be granted at the time of promotion on the present pay level prior to application of the new pay level. Where this occurs, the employee's salary review date shall be changed to the effective date of the promotion.

(b) (i) if the appointment constitutes a transfer, at the rate nearest to, but not less than his/her former rate of pay; or

(ii) where the employee agrees to accept a transfer to a position, the maximum rate of pay of which is less than his/her present rate of pay, the employee shall be paid at the maximum rate of the new position to which he/she agrees to be transferred.

(c) If the appointment is as a result of the employee's successful application for a position, the maximum rate of pay of which is equal to or less than that of the employee's present position, the employee shall be paid at a level in the appropriate pay range for the new position that is commensurate to the employee's qualifications and experience for the position.

24.07 Where a salary increment and salary revision are effective on the same date, the salary increment shall be applied first and the resulting rate shall be revised in accordance with the salary revision.

24.08 (a) Notwithstanding the provisions of Clause 24.01 when the pay range of an encumbered position is re-evaluated downwards, the current incumbent of the position will be paid at the pay range of the position prior to it being re-evaluated downwards as long as they occupy the position. They will be entitled to all annual increments and economic wage increases for that same pay range, as long as they occupy the position.

(b) This Clause applies only to employees who become present incumbents of positions re-evaluated after January 1, 1979. Where an employee is being paid as the present incumbent of a position in a holding range and he/she unreasonably refuses a transfer or training which would put him/her in a position at, or above the level of the position before it was re-evaluated, or which would place him/her in a position nearer to the level established for the position before it was re-evaluated, he/she shall cease to be paid in the holding range. Instead he/she shall be paid in the range of rates applicable to the re-evaluated position, which is nearest to the rate he/she was being paid in the holding range.

(c) Where an employee who is subject to Clause 24.08(b) accepts a transfer or training that would put him/her in a position nearer to the position before it was re-evaluated, he/she shall continue to be paid in the holding range.

(d) For the purposes of this Article, a present incumbent is an employee who, subject to the above provisions, continues to receive the annual and negotiated increases for the range of the position before it was re-evaluated downwards.

24.09 **Performance Increments**

(a) An employee holding a position for which there is a minimum and maximum rate of pay may be granted increases in pay until he/she reaches the maximum for the

position. Such pay increases are dependent on satisfactory performance of the duties of the position by the employee.

(b) For the purposes of such pay increases the performance of the employee shall be reviewed annually.

(c) Pay increments shall be granted on the anniversary date of the employee's most recent appointment to the Public Service. However, the provisions of Article 24.06 will apply where appropriate.

(d) Where the Deputy Head intends to recommend withholding a pay increment from an employee, the employee's immediate manager shall, at least three (3) weeks or earlier before the due date for the pay increment to the employee, give the employee notice in writing of his/her intention to do so. If such notice of denial is not given, the pay increment shall be implemented on the due date.

(e) Where an employee is not granted a pay increment on the day on which a pay increment would otherwise become due to him/her, a pay increment may become due to him/her six (6) months after the month he/she would have been due to have been granted a pay increment, or the Employer may defer the pay increment for a period of twelve (12) months after the month he/she would have been due to have been granted a pay increment, at which time the employee shall be entitled to the withheld pay increment in addition to the current pay increment should performance be deemed to meet the required standard.

24.10 **Application of Salary Review Date**

(a) The salary review date of an employee who is promoted shall be the anniversary date of the employee's most recent appointment to the Public Service.

(b) The salary review date of an employee who is transferred or whose position is re-evaluated shall remain unchanged.

(c) The salary review date of an employee who has been on leave of absence without pay in excess of six (6) continuous months shall be moved to a date which provides for a total of twelve (12) months of paid employment between anniversary dates.

(d) Where the job evaluation of a position is to take effect retroactively, only employees on strength on the date of implementation of such change shall be entitled any retroactive benefits that might accrue.

24.11 (a) Where a position is re-evaluated **the incumbent of the position re-evaluated will be paid at the same step in the new pay range as they were in the old pay range.**

(b) The effective date of a re-evaluation that results in an increase in pay shall be the date upon which the employee began to substantially perform the new or changed duties, but in any event no retroactivity shall be paid for any re-evaluation adjustment that extends beyond sixty (60) days prior to the filing of a grievance or a job evaluation appeal, whichever is earlier.

24.12 **Trainer's Allowance**

An employee who the Employer assigns to be a designated trainer for a specific employee to give guidance and advice in the professional development and training of that employee and who is not assigned those duties in his/her job description shall be paid a trainer's allowance of **five hundred dollars ($500.00)** per month or portion thereof effective date of signing for the period of the training. The trainer will report on the progress of the employee he/she is training on a regular basis. The period of training shall be set out in advance in a Training Agreement, and shall be for a minimum period of one week. The Training Agreement shall set out the roles and responsibilities of the designated trainer and the process for evaluating the progress during the training period.

The trainer will report on the progress of the employee he/she is training on a regular basis. The period of training shall be set out in advance in a Training Agreement, and shall be for a minimum period of one week. The Training Agreement shall set out the roles and responsibilities of the designated trainer and the process for evaluating the progress during the training period.

24.13 **Bilingual Bonus**

Employees, other than employees assigned duties of translation and interpretation in their job descriptions, who are required by the Employer to use two (2) or more of the official languages of Nunavut shall receive a bilingual bonus of one thousand five hundred dollars ($1,500.00) per annum. To qualify an employee has to demonstrate proficiency in the required languages.

ARTICLE 25 – Reporting Pay

25.01 (a) If an employee reports to work for his/her regularly scheduled shift and there is a change in his/her shift assignment, he/she shall be entitled to four (4) hours of work. When no work is available he/she shall receive compensation to four (4) hours pay at the straight time rate.

(b) If an employee reports to work on his/her regularly scheduled shift and there is insufficient work available, he/she is entitled to four (4) hours of work. When no work is available he/she shall receive compensation to four (4) hours pay at the straight time rate.

(c) If an employee is directed to report for work on a day of rest or on a designated paid holiday, and there is insufficient work available, he/she shall be entitled to four (4) hours of work at the appropriate overtime rate. When no work is available, he/she shall receive compensation to four (4) hours pay at the appropriate overtime rate.

(d) If an employee is directed to report for work outside of his/her regularly scheduled hours, he/she shall be paid the greater of:

(i) compensation at the appropriate overtime rate; or

(ii) compensation equivalent to four (4) hours pay at the straight time rate.

ARTICLE 26 – Call Back Pay

26.01 "Call Back" means calling of an employee to duty after he has reported off duty and before he/**she** is next scheduled for work. **Employees designated for standby duty under Article 28 shall not be eligible for call back.**

26.02 When an employee is recalled to a place of work for a specific duty, he/she shall be paid the greater of:

(a) compensation at the appropriate overtime rate; or

(b) compensation equivalent to four (4) hours pay at the straight-time rate.

26.03 (a) Effective date of signing, when an employee reports to work overtime for which he/she has been recalled under the conditions described in Clause 26.02 and is required to use transportation services other than normal public transportation service, he/she shall be paid the actual cost of commercial transportation each way, upon the production of receipt for payment of transportation in excess of eight dollars ($8.00).

(b) Where the employee uses his/her personal motor vehicle, he/she shall be paid the appropriate distance rate specified in Article 41 - Duty Travel Expenses.

ARTICLE 27 – Shift Premiums

27.01 An employee who is regularly scheduled to work outside of the normal hours of work, 0800 to 1700, shall be paid a shift premium as follows:

(a) Effective date of signing, one dollar and fifty cents ($1.50) per hour for all hours worked between the hours of 4:00 p.m. and 12:00 midnight; and

(b) Effective date of signing, one dollar and seventy-five cents ($1.75) per hour for all hours worked between the hours of 12:00 midnight and 8:00 a.m.

Shift premium will also be paid for all overtime hours worked contiguously to the periods specified in (a) and (b) above.

27.02 Employees shall receive an additional premium of eighty cents ($0.80) per hour for work on Saturday and/or Sunday for hours worked. Weekend premium shall be payable in respect of all regularly scheduled straight time hours worked on Saturday and/or Sunday.

ARTICLE 28 – Standby Pay

28.01 (a) **Effective date of signing, where the Employer requires an employee to be available on standby during off-duty hours, an employee shall be entitled to a standby payment of twenty-five dollars ($25.00) for each eight (8) consecutive hours or portion thereof that he/she is on standby, except on his/her days of rest and designated paid holidays.**

For any period of standby on a day of rest or a designated paid holiday, he/she shall be paid thirty dollars ($30.00).

(b) An employee designated by letter or by list for standby duty shall be available during his/her period of standby at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for standby the Employer will endeavor to provide for the equitable distribution of standby duties among readily available, qualified employees who are normally required, in their regular duties, to perform that work.

(c) No standby payment shall be granted if an employee is unable to report for duty when required.

(d) **During a period of standby of eight (8) consecutive hours or portion thereof, an employee on standby who is required to report for work for the first time shall be paid, in addition to the standby pay, either the appropriate overtime rate for all hours worked, or a minimum of four (4) hours pay at the straight time rate, whichever is greater. If the employee is required to report for work for a second or subsequent time during that standby period, the employee shall receive the appropriate overtime rate for all hours worked on the second or subsequent reporting to work.**

(e) Except in the case of an emergency, standby schedules shall be posted fourteen (14) days in advance of the starting date of the new shift schedule.

28.02 When an employee on standby is required to report for work, he/she shall be reimbursed transportation costs as follows:

(a) Effective date of signing, actual cost of commercial transportation each way not to exceed eight dollars ($8.00) without the production of a receipt;

(b) Where he/she uses his/her privately owned motorized vehicle, the appropriate distance rate specified in Article 41 - Duty Travel Expenses.

28.03 Subject to operational requirements and where there is cause, employees may refuse to be on stand by during off-duty hours.

ARTICLE 29 – Technological Change

29.01 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operation. Where technological change is to be implemented, the Employer will seek ways and means to minimize adverse effects on employees, which might result from such changes.

29.02 Technological change means:

(a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; and

(b) a change in the Employer's operation directly related to the introduction of that equipment or material.

29.03 Notice

When the Employer is considering the introduction of a technological change which would result in significant changes in the employment status or working conditions of employees, it shall provide the Union and every affected employee, at least six (6) months notice before the introduction of a technological change, with a written description of the change it intends to carry out, disclosing foreseeable adverse effects on employees.

29.04 Union-Management Meetings On Changes

Where the Employer has notified the Union that it intends to introduce a technological change, the parties undertake to meet within the next fifteen (15) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions and administrative procedures to deal with problems arising from the change.

29.05 Commitment

The Employer shall make every reasonable effort to continue employment of employees who would otherwise become redundant because of technological change.

29.06 Training

Where an employee requires new or different skills as a result of technological change, the Employer shall make every reasonable effort to provide the required training courses at no cost to the employee.

ARTICLE 30 - Severance Pay

30.01 The payment of severance pay under Articles 30 and 31 is subject to partial repayment if the employee is subsequently re-employed by the Employer within ninety (90) days. The partial repayment will equal the amount of severance received, less the amount of earnings had the employee remained continuously employed.

30.02 **Lay-Off**

An employee who has one year or more of continuous employment and who is laid off is entitled to be paid severance pay.

30.03 An employee who is laid-off following the signing of this Agreement, may request one of the following options:

(a) (i) Separation Assistance - The lay-off shall receive severance pay of two (2) weeks pay per year for the first ten complete years of continuous employment, and three (3) weeks pay for each succeeding complete year of continuous employment. In the case of a partial year of continuous employment, the weekly rate of pay will be multiplied by the calendar days of continuous employment in the year prior layoff, divided by 365. The lay-off can request this payment be made bi-weekly to extend employment or in annual installments. The total amount of severance pay, which may be paid under this sub-clause, shall not exceed sixty-five (65) weeks of pay.

(ii) The Employer may waive the requirement to work the three (3) month notice period or portion thereof and provide thirteen (13) weeks pay, or appropriate portion thereof in lieu:

(a) when the Employer determines the lay-offs work should be discontinued. The lay-off shall be provided priority-staffing status for three months.

(b) when, upon the request of the lay-off, the Employer determines the lay-off's work can be discontinued. The lay-off waives the three (3) month priority staffing status;

or;

(b) (i) Severance Priority - The lay-off shall receive severance pay of two (2) weeks pay for the first complete year of continuous employment, two (2) weeks pay for the second complete year of continuous employment and one (1) week of pay for each succeeding complete year of continuous employment. In the case of a partial year of continuous employment, the weekly rate of pay will be multiplied by the calendar days of continuous employment in the year prior layoff, divided by 365. The total amount of severance pay, which may be paid under this sub-clause, shall not exceed twenty-eight (28) weeks of pay.

(ii) The lay-off shall be provided priority staffing for one (1) year from the last day of the lay-off notice period. Where a lay-off accepts an appointment that is not indeterminate the lay-off shall continue to be provided priority staffing for the length of the appointment plus three (3) months. At no time will the length of the priority status be less than one (1) year.

(iii) The Employer may waive the requirement to work the three (3) month notice period or portion thereof and provide thirteen (13) weeks pay, or appropriate portion thereof in lieu:

(a) when the Employer determines the lay-off's work should be discontinued. The lay-off shall be provided priority-staffing status for three (3) months.

(b) when, upon the request of the lay-off, the Employer determines the lay-off's work can be discontinued. The lay-off waives the three (3) month priority staffing status;

or;

(c) Retraining - The lay-off shall, during the three (3) month notice period be eligible for this option if:

(i) the lay-off has three (3) years of continuous service;

(ii) there is a specific vacant position or anticipated vacancy for which no other lay-off qualifies and the lay-off may become qualified with retraining; and

(iii) the employee and the Employer agree that the retraining can be completed within twelve (12) consecutive months.

Retraining shall consist primarily of on-the-job training but may include course work or other formal training including college or university. Where practicable, the retraining shall take place in the lay-off's headquarters.

Lay-offs undertaking retraining shall be paid at their current range. Upon successful completion of retraining, the lay-off shall be appointed to the position for which she/he was retrained. The Employer shall pay all authorized costs associated with retraining including but not limited to tuition, travel and relocation.

Continuation and completion of a retraining plan are subject to satisfactory performance by the lay-off. Lay-offs who are unsuccessful in retraining shall be considered to be at the beginning of their lay-off period and they shall be notified in writing prior to the commencement of the lay-off period.

or;

(d) Education Assistance - The lay-off may be eligible to apply for this option if:

(i) the lay-off has three (3) years of continuous employment.

(ii) the proposed program of study relates to positions within the Government.

(iii) the lay-off provides proof of acceptance in an educational program.

The Employer will pay for all of the costs of education assistance.

The lay-off is eligible for education assistance, which is 80% of the lay-off's current salary for a period of up to twelve (12) months. The lay-off is not eligible for priority status and is not guaranteed any future employment with the Employer.

Education assistance may be paid out over a term longer than twelve (12) months to permit the lay-off to attend two (2) consecutive semesters of instruction; however, the total amount paid out will not exceed 80% of twelve months salary.

30.04 In the case of an employee who is laid off for a second or subsequent time following the signing of this Agreement the amount of severance will be calculated on complete years of continuous service less any period in respect of which the employee was granted severance pay. In the case of a partial year of continuous employment, the weekly rate of pay will be multiplied by the calendar days of continuous employment in the year prior layoff, divided by 365.

30.05 In the case of a term employee who is laid off the severance the employee receives shall not exceed the pay equal to the remainder of the term.

30.06 **Resignation, Retirement and Death**

Employees commencing employment before September 2, 1995 shall receive severance pay on resignation, retirement or death in accordance with the severance pay provisions identified in Articles 32.05, 32.06 and 32.08 of the Collective Agreement between the Employer and the Union, which expired March 31, 1994, for the length (duration) of their employment. Employees shall be entitled to receive a copy of these articles upon request.

30.07 **Termination For Health Reasons**

This Clause shall apply to an employee whose employment is terminated as a result of a recommendation made to the Employer that the employee was incapable of performing his/her duties because of chronically poor health; and when such occurs:

(a) the employee shall be paid severance pay equal to the product obtained by multiplying his/her weekly rate of pay on termination of employment by the number of completed years of his/her continuous employment to a maximum of thirty (30), less any period of continuous employment in respect of which severance pay was previously granted. In the case of a partial year of continuous employment, the weekly rate of pay will be multiplied by the calendar days of continuous employment in the year prior termination, divided by 365.

(b) when employment is terminated under this Clause the employee shall have the right to waive his/her entitlement to severance pay and, in lieu thereof, be granted an equivalent period of leave with pay.

30.08 **Dismissal, Abandonment of Position**

An employee who is dismissed for cause from the Public Service or who has been declared to have abandoned his/her position shall not be entitled to severance pay.

30.09 **Voluntary Separation**

In the case of an employee terminated under Voluntary Separation or Refusal of Transfer the employee is entitled to severance as follows:

Complete Years of Continuous Service	Weeks of Pay at Regular Rate of Pay
1	15
2	16
3-4	17
5-6	18
7-8	19
9-10	22
11-12	25
13-14	28
15 plus	30

ARTICLE 31 – Lay-Off

31.01 (a) Where the duties of a position held by an employee are no longer required to be performed, the Employer may lay-off the employee. In the matter of layoff the Employer and the Union recognize the necessity and fairness of the application of certain principles in the following order of importance with the first being the most important:

(1) Indeterminate employees shall have priority over term employees in all decisions respecting layoff

(2) Amongst indeterminate employees, the seniority then merit principle will apply which means that length of service will govern who will be laid off and, when two employees of equal seniority face being laid off, merit will be the deciding factor.

(b) In order to minimize the adverse effects of lay-off, the Employer will provide retraining where practical.

(c) Disputes arising from the application of reasonable job offers and priority status to lay-offs in the hiring process shall be determined by the Staffing Appeals

Committee constituted under the Staffing Appeals Regulations. The Committee shall have the authority described in the Staffing Appeals Guidelines, in addition, the Committee shall:

(i) Where it finds that the job offer was reasonable, dismiss the appeal; or

(ii) Where it finds that the job offer was unreasonable, uphold the appeal and reinstate the full lay-off period; or

(iii) Where it finds the employee was given priority status, dismiss the appeal; or

(iv) Where it finds the employee was not given priority status, uphold the appeal and direct the Employer to rescind any appointment and reconsider the lay-off taking into account the employee's priority status.

Findings of the Staffing Appeals Committee shall be final and binding to all parties.

Priority Status means lay-offs are given priority over all other potential candidates including non laid off affirmative action candidates in the hiring process.

31.02 Before an employee is terminated by the Employer and the employee ceases to be an employee, the following provisions apply:

(a) each such employee and the Union shall be given three (3) months lay-off notice in writing of the effective date of his/her lay-off;

(b) every employee shall be entitled to options in accordance with the provisions in Article 30;

(c) every employee subject to being laid-off shall, during the three (3) months notice period, be granted reasonable leave with pay for the purpose of being interviewed and examined by a prospective Employer and to such additional leave with pay as the Employer considers reasonable for the employee to travel to and from the place where his/her presence is so required;

(d) the Employer shall make every attempt to provide a reasonable job offer within the employee's headquarters; including the consideration of appointment to positions occupied by employees who have applied for Voluntary Separation.

(e) employees who refuse a reasonable job offer by the Employer are no longer considered laid-off as per Article 2.01(s) and will receive severance in accordance to either Article 30.06 or 30.07;

(f) employees who accept a lower level position shall continue for a period of one (1) year, to receive the salary and negotiated pay increases she/he was receiving or would receive had she/he not been served with lay-off notice or laid off.

ARTICLE 32 – Statement of Duties

32.01 When an employee is first engaged or when an employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the employee is assigned to that position, provide the employee with a current and accurate Statement of Duties of the position to which he/she is assigned.

32.02 Upon written request, an employee shall be entitled to a complete and current Statement of Duties and Responsibilities of his or her position's job evaluation level and point rating allotted by factor, where applicable.

ARTICLE 33 – Employee Performance Review and Employee Files

33.01 **Performance Review**

The purpose of performance **reviews** is to assess an employee's performance over the past year, and to address both Employer and employee expectations for the future. It provides an opportunity for both the Employer and employee to review the past year's accomplishments and to establish measurable goals for the following year. Further, it encourages open discussion of individual achievement in the context of career development, employer goals and priorities.

(a) When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss then sign the review form in question to indicate only that its contents have been read and understood.

(b) An employee has the right to make written comments to be attached to the formal **review** and may use the grievance procedure in Article 35 to correct any factual inaccuracies in his/her performance **review**.

(c) The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals and every effort shall be made to develop the career potential of the employee through in service training, retraining or any other facets of career development which may be available.

(d) Prior to the formal **review**, the employee shall be given:

(i) an explanation of the process which will be used for **the review**; and,

(ii) any forms and written documents which provide instructions to the person conducting **the review.**

Personnel File

33.02 The Employer agrees not to introduce as evidence in the case of promotional opportunities or disciplinary action any document from the file of an employee, the existence of which the employee was not made aware, by the provision of a copy thereof at the time of filing or within a reasonable period thereafter.

33.03 Any document or written statement related to disciplinary action, which may have been placed on the Personnel file of an employee, shall be destroyed after twelve (12) months of employment have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

33.04 Upon written request of an employee, the personnel file of that employee shall be made available for his/her examination at reasonable times in the presence of an authorized representative of the Employer.

ARTICLE 34 – Job Evaluation

34.01 During the term of this Agreement, if a new or revised Job Evaluation System is implemented by the Employer, the Employer shall before applying the new or revised Job Evaluation System, negotiate with the Union the rates of pay and the rules affecting the pay of employees for the evaluations affected. If the parties fail to reach agreement within sixty (60) days from the date on which the Employer submits the new or revised standard to the Union, the Employer may apply the new rates of pay and the Union may refer the matter to arbitration. The arbitrator's decision will be retroactive to the date of application of the new rates.

34.02 During the term of this Collective Agreement the Hay Job Evaluation Guide Charts, in conjunction with benchmark positions as set out in the Job Evaluation Manual, will be used for assessing the value of positions to which employees are assigned.

34.03 (a) Where an employee believes that his/her position has been improperly evaluated and prior to filing an appeal under Clause 34.04, the employee is encouraged to discuss the evaluation of his/her position with his/her supervisor or a representative of management who is knowledgeable in the job evaluation system.

(b) Upon request the employee shall be provided a copy of the Statement of Duties for his/her position together with the point rating and the rationale supporting the point rating assigned.

34.04 Where the employee believes that his/her position has been improperly evaluated the employee may file an Appeal with the Deputy Head of their Department. The Deputy Head shall refer the Appeal to the Department of Human Resources for resolution by a Job Evaluation Appeal Board.

34.05 (a) The Job Evaluation Appeal Board shall consist of a chairperson or chairpersons chosen by the Employer and the Union. Each chairperson must be knowledgeable of the method of job evaluation and the program within Nunavut. Only one chairperson shall sit on any Appeal.

(b) Should either the Union or the Employer become dissatisfied with any chairperson, that party has the right to unilaterally declare that chairperson no longer acceptable. No reason need be given nor sought. If a party so declares a chairperson unacceptable, the Employer and the Union are obliged to meet within a reasonable period of time to begin the selection process for a new chairperson. The parties must complete the selection process within sixty (60) days of either party providing notice of the need to select a new chairperson.

(c) If the Employer and the Union are unable to select a chairperson within the sixty (60) day period referred to in Clause 34.05(b), the issue may be submitted by either party to arbitration under the terms prescribed in Article 35 of the Agreement.

(d) If there is a period of time where there is no chairperson, all Appeals shall be held until the parties have agreed upon a new chairperson.

(e) The Union and the Employer shall each pay one-half (1/2) of the remuneration and expenses of the Chairperson(s) of the Job Evaluation Appeal Board.

(f) The Job Evaluation Appeal Board may sit in Iqaluit or some other place in Nunavut that might seem appropriate to the Board under the circumstances. The employee and the Employer shall each be represented by a single representative before the Job Evaluation Appeal Board. The Board shall give the employee and the Employer an opportunity to be heard and explain the reasons for the appeal.

(g) The Job Evaluation Appeal Board may determine that the position's evaluation is inappropriate and determine the proper evaluation for the position.

(h) The decision of the Job Evaluation Appeal Board is binding on the Employer, the Union and the employee until such time as the employee has been promoted, transferred or provided with a new Statement of Duties by the Employer.

34.06 An employee may withdraw his/her appeal at any time during the process described in this Article.

ARTICLE 35 – Adjustment of Disputes

35.01 (a) The Employer and the Union recognize that grievances may arise in each of the following circumstances:

(i) By the interpretation or application of:

(a) a provision of an Act, or a regulation, direction or other instrument made or issued by the Employer dealing with terms or conditions of employment;

(b) a provision of this Collective Agreement or Arbitral Award.

(ii) Disciplinary action resulting in demotion, suspension, or a financial penalty.

(iii) Dismissal from the Public Service.

(iv) Letters of discipline placed on personnel file.

(b) The procedure for the final resolution of the grievances listed in (a)(i) above is as follows:

(i) Where the grievance is one, which arises in circumstances outlined in (a)(i)(a) or in (iv), the final level of resolution is to the Minister responsible for the *Public Service Act.*

(c) Where the grievance is one, which arises out of the interpretation or application of the Collective Agreement the final level of resolution is to arbitration.

(d) Where the grievance arises as a result of disciplinary action resulting in demotion, suspension, or a financial penalty or dismissal from the Public Service, the final level of resolution is to arbitration.

35.02 If he/she so desires, an employee may be assisted and represented by the Union when presenting a grievance at any level.

35.03 An employee who wishes to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to his/her immediate supervisor or local officer-in-charge who shall forthwith:

(a) forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level; and

(b) provide the employee with a receipt stating the date on which the grievance was received by him/her.

35.04 A grievance of an employee shall not be deemed to be invalid by a reason only of the fact it is not in accordance with the form supplied by the Employer. When filing a grievance, the employee shall make an effort to state the nature of the grievance, the circumstances from which it arose, the Articles that have been infringed upon and the redress sought.

35.05 Except as otherwise provided in this Agreement a grievance shall be processed by recourse to the following steps:

(a) Initial Level (first level of management)

(b) Final Level (Deputy Head)

35.06 The Employer and the Union shall meet at the Initial Level of the grievance procedure with respect to each grievance.

35.07 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated, together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.

35.08 (a) The Union shall have the right to consult with the Employee Relations Division, Department of Human Resources, with respect to a grievance at each or any level of the grievance procedure.

(b) Where an employee is required to attend a meeting with the Employer or a representative of the Employer to deal with matters that may give rise to the suspension or discharge of an employee, the employee shall be advised twenty-four (24) hours in advance of the meeting of his/her right to have a representative of the Union at the meeting. At the employee's request, the meeting will be postponed for a maximum of three (3) working days.

35.09 An employee may present a grievance to the first level of the procedure in the manner prescribed in Article 35.03 not later than the fifteenth (15th) calendar day after the date on which he/she is notified orally or in writing or on which he/she first becomes aware of the action or circumstances giving rise to the grievance, excepting only where the grievance arises out of the interpretation or application with respect to him/her of this Collective Agreement, in which case the grievance must be presented within thirty (30) calendar days.

35.10 The Employer shall reply in writing to an employee's grievance within fourteen (14) calendar days at the first level, and within thirty (30) calendar days at the Final Level.

35.11 An employee may present a grievance at each succeeding level in the grievance procedure beyond the first level:

(a) where the decision or settlement is not satisfactory to him/her, within fourteen (14) calendar days after that decision or settlement has been conveyed in writing to him/her by the Employer; or

(b) where the Employer has not conveyed a decision to him/her within the time prescribed in Article 35.10(a) within fourteen (14) calendar days after the day the reply was due.

35.12 Where an employee has been represented by the Union in the presentation of his/her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

35.13 No employee shall be dismissed without first being given notice in writing together with the reasons therefore. When the Employer dismisses an employee the grievance procedure shall apply except that the grievance may be presented at the final level.

35.14 The Union shall have the right to initiate and present a grievance on matters relating to health and safety to any level of management specified in the grievance procedure on behalf of one or more members of the Union.

35.15 An employee shall have the right to present a grievance on matters relating to the application or interpretation of this Agreement provided he/she first obtains the authorization of the Union prior to presenting such grievance.

35.16 An employee may, by written notice to the Deputy Head, withdraw a grievance provided that, where the grievance is one arising out of the application or interpretation of this Agreement, his/her withdrawal has the endorsement, in writing, of the Union.

35.17 The Union shall have the right to initiate and present a grievance to any level of management specified in the grievance procedure related to the application or interpretation of this Agreement on behalf of one or more members of the Union.

35.18 Any remedy resulting from a negotiated resolution or mediated settlement shall be implemented within 30 calendar days.

35.19 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the employee, and where appropriate, the Union representative.

35.20 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity.

Arbitration

35.21 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitral or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in this Article, notify the other party in writing within twenty-one (21) days of the receipt of the reply at the Final Level, of his/her desire to submit the difference or allegation to arbitration under the *Public Service Act.*

35.22 (a) The parties agree that arbitration referred to in Clause 35.20 shall be by a single arbitrator, agreed upon by representatives of the parties from the following main and supplementary lists:

(i) **Main Arbitrators:**

Richard Brown

Philip Chodos

Morley Gorsky

Paula Knopf

(ii) **Supplementary Arbitrators:**

Rod Germaine

David Kates

(b) If the parties are unable to agree upon an arbitrator, either party may, within a thirty (30) day period, apply to The Nunavut Court of Justice to appoint an arbitrator from;

(i) the main list referred to in Clause 35.21(a)(i); or

(ii) in the event there are no arbitrators on the main list the parties will exchange lists consisting of two arbitrators they have selected from the supplementary list (35.21(a)(ii)). Each party will then have the right to veto one of the arbitrators from the other parties' list. The selection will then be made from the remaining arbitrators by the Nunavut Court of Justice.

(iii) When an arbitrator from the supplementary list (35.21(a)(ii) is used for four (4) formal arbitrations and neither the Union nor the Employer have any objections that arbitrator will be moved to the main list (35.21(a)(i)).

(c) (i) Either party may have an arbitrator removed from either list by providing notice to the other party.

(ii) An arbitrator can only be appointed to the main or supplementary lists by mutual consent of the parties.

35.23 (a) The arbitrator has all of the powers granted to arbitrators under Section 12 of the *Arbitration Act* in addition to any powers which are contained in this Agreement. An arbitrator in a discipline case has the power to rescind, alter or amend the disciplinary decision, including the ability to reinstate the grievor with full or partial compensation for lost wages, or the ability to award compensation in discipline or other alleged violations of the Collective Agreement.

(b) The arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

(c) The award of the arbitrator shall be signed by him/her and copies thereof shall be transmitted to the parties to the dispute.

35.24 The arbitrator shall not have the authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to render any decision contrary to the terms and provisions of this Agreement, or to increase or decrease wages.

35.25 The Employer and the Union shall each pay one-half (1/2) of the remuneration and expenses of the arbitrator and each party shall bear its own expenses of every such arbitration.

35.26 Where a party has failed to comply with any of the terms of the decision of the arbitrator, either party or employee affected by the decision may, after the expiration of thirty (30) calendar days from the date of the release of the decision or the date provided in the decision for compliance, whichever is later, file in the office of Clerk of the Nunavut Court of Justice, a copy of the decision, exclusive of the reason therefore in the

prescribed form, whereupon the decision may be entered in the same way as a judgment or an order of that Court and may be enforceable as such.

35.27 Where an employee files a grievance against his/her dismissal from the Public Service, the provisions of Clause 35.20 apply.

35.28 In addition to the powers granted to arbitrators under Section 12 of the *Arbitration Act* the arbitrator may determine that the employee has been dismissed for other than proper cause and he/she may:

(a) direct the Employer to reinstate the employee and pay to the employee a sum equal to his/her wages lost by reason of his/her dismissal, or such less sum as in the opinion of the arbitrator is fair and reasonable; or

(b) make such order as he/she considers fair and reasonable having regard to the terms of this Agreement.

Expedited Arbitration

35.29 As an alternative to the formal arbitration process set out in the foregoing paragraphs, by mutual agreement of the parties, a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall at the conclusion of the hearing, give an oral decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any means.

Arbitration Fee Schedule

35.30 In the event the parties agree the Fee Schedule has become outdated new mutually agreed upon rates will replace the rates in Clause 35.29.

35.31 Any out of pocket expenses will be reimbursed separately.

ARTICLE 36 - Contracting Out

36.01 The Employer will give all reasonable consideration to continued employment in the Public Service of employees who would otherwise become redundant because work is contracted out.

36.02 The Employer will seek the views of the Union before finalizing any plans to contract out work, which would or could result in employees becoming redundant. The Employer agrees to provide information, including the rationale, relevant to the work that is being reviewed for the potential of contracting out. If the Union provides its views in writing fifteen (15) days of the date the Employer formally advises of the intention to contract

out work, the Employer will provide a formal response prior to finalizing its plans. The timeline may be extended by mutual consent of the parties and such request will not be unreasonably denied.

ARTICLE 37 – Superannuation and Benefits

37.01 The *Public Service Superannuation Act* of Canada is a term or condition of employment for all members of the Bargaining Unit.

37.02 The Employer will, as a matter of practice, pursue waivers to superannuation benefits arising from termination of employment due to lay-off.

37.03 The Employer agrees to continue the past practice with respect to participation in the Public Service Health Care Plan unless there is mutual agreement between the parties to change the practice or the Plan.

37.04 The Employer shall provide, at no cost to the employees, the Nunavut Employees Union Dental Plan. The plan shall be maintained with the following negotiated enhanced benefit levels in place for the life of the Collective Agreement:

(a) Deductibles per benefit year to decrease to as follows:

(i) For single coverage:

(a) Effective date of signing, twenty dollars ($20.00) per benefit year.

(b) Effective April 1, 2006, fifteen dollars ($15.00) per benefit year.

(ii) For family coverage:

(a) Effective date of signing, forty dollars ($40.00) per benefit year.

(b) Effective April 1, 2006, thirty dollars ($30.00) per benefit year.

(b) Effective date of signing, periodontic reimbursement to increase to 60%.

(c) Effective April 1, 2006, "Major Dental Services" category reimbursement to increase to 60%.

(d) Effective April 1, 2006, annual maximum reimbursement (excluding orthodontic services) to increase to one thousand two hundred dollars ($1,200) per benefit year.

ARTICLE 38 - Safety and Health

38.01 The Employer shall make reasonable provision for the safety and health of all its employees during their hours of employment;

(a) Protective devices and other equipment deemed necessary to protect employees from injury shall be supplied by the Employer.

(b) It is mutually agreed that the Employer, the Union and employees shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.

(c) All standards established under the *Safety Act* and Regulations there under shall constitute minimum acceptable practice.

38.02 (a) The Employer and the Union agree to establish Safety and Health Committees. A Committee shall be established for each work place where the Employer and the Union agree such a Committee is appropriate.

Each Committee shall consist of at least two persons, one of whom is an employee or, where the Committee consists of more than two persons, at least half of whom are employees who:

(i) do not exercise managerial functions; and

(ii) have been selected by the Union.

(b) The following provisions will apply to the Safety and Health Committees:

(i) **Powers of Committee**

A Safety and Health Committee:

(a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;

(b) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;

(c) shall co-operate with any occupational health service established to serve the work place;

(d) may establish and promote safety and health programs for the education of the employees represented by the Committee;

(e) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;

(f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;

(g) shall monitor on a regular basis programs, measures and procedures related to the safety and health of employees;

(h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;

(i) shall co-operate with safety officers appointed pursuant to the *Safety Act*;

(j) may request from an Employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and

(k) shall have full access to all Government and Employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person.

(l) may make recommendations to the Employer on monitoring and developing of prevention strategies or procedures to reduce the risk of staff abuse.

(ii) **Records**

A Safety and Health Committee shall keep accurate records of all matters that come before it pursuant to subsection (1) and shall keep minutes of its meetings and shall make such minutes and records available to a safety officer on his/her request.

(iii) **Meetings of Committee**

A Safety and Health Committee shall meet during regular working hours at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstance, the Committee shall meet as required whether or not during regular working hours.

(iv) **Payment of Wages**

A member of a Safety and Health Committee is entitled to such time from his/her work as is necessary to attend meetings or to carry out any other functions as a member of the Committee, and any time spent by the member while carrying out any of his/her functions as a member of the Committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at his/her work.

(v) **Limitation of Liability**

No member of a Safety and Health Committee is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section or any regulations made under this section.

(vi) The Employer shall post and keep posted the names and work locations of all the members of the Safety and Health Committee established for the work place controlled by him/her in a conspicuous place or places where they are likely to come to the attention of his/her employees.

(c) The Employer and the Union shall, by mutual agreement, appoint Safety and Health representatives where the Employer and the Union agree such appointments are appropriate.

(d) The following provisions will apply to the Safety and Health representatives:

(i) **Powers of Representative**

A Safety and Health representative:

(a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the representative;

(b) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the representative on such matters;

(c) shall monitor on a regular basis, programs, measures and procedures related to the safety and health of employees;

(d) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;

(e) may request from the Employer such information as the representative considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and

(f) shall have full access to all Government and Employer reports relating to safety and health of the employees represented by the representative but shall not have access to the medical records of any person except with the consent of that person.

(ii) **Payment of Wages**

A Safety and Health representative is entitled to such time from his/her work as is necessary to attend meetings or to carry out any other function as a Safety and Health representative of the Committee and any time spent by the Safety and Health representative while carrying out his/her functions as a Health and Safety representative of the Committee shall, for the purpose of calculating wages owing to him/her, be deemed to have been spent at his/her work.

(iii) **Limitation of Liability**

No Safety and Health representative is personally liable for anything done or omitted to be done by him/her in good faith under the purported authority of this section.

(iv) **Posting of Name and Work Location**

An Employer shall post and keep posted, in a conspicuous place or places where it is likely to come to the attention of his/her employees, the name and work location of the Safety and Health representative appointed for the work place controlled by him.

38.03 **Adverse Weather Conditions**

Except in emergency situations, the Employer shall not require an employee:

(a) to work outdoors under extreme weather conditions;

(b) to report to work or remain at work when the Employer has ordered government offices closed due to adverse weather conditions.

38.04 **Right to Refuse Dangerous Work**

An employee shall have the right to refuse to work in situations, which can reasonably be considered dangerous.

(a) "danger" means any hazard or condition that could reasonably be expected to cause injury or illness to an employee or other persons exposed thereto before the hazard or condition can be corrected.

(b) An employee may refuse to do any particular act or series of acts at work which he/she has reasonable grounds to believe are dangerous to his/her health or safety or the health and safety of any other employee at the place of employment until sufficient steps have been taken to satisfy him/her otherwise or until the Chief Safety Officer or his/her representative has investigated the matter and advised him/her otherwise.

(c) The Employer shall not assign another employee to do the work assignment until a Union member and an Employer member of the Safety and Health Committee have investigated the situation and deemed it to be safe.

38.05 The Employer and the Union agree to encourage the employees to work in a safe manner and the employees shall observe the safety and health rules and practices established by the Employer. Employees failing to abide by safety rules and regulations may be subject to disciplinary action.

Medical Examination

38.06 Where the Employer requires an employee to undergo a specific medical, hearing or vision examination by a designated qualified medical practitioner, the examination will be conducted at no expense to the employee. The employee shall, upon written request, be able to obtain results of all specific medical, hearing or vision examinations conducted.

Employees shall authorize that the requested specific medical, hearing, or vision examination information be supplied to the Employer with the understanding that such information shall be maintained in a confidential manner in the Human Resource Section of the applicable Department, Board, Agency or Region. Employees shall not refuse to take such medical, hearing, or vision examinations.

38.07 Employees shall, as soon as practical, report all personal injuries and/or accidents, which occur on the job, to their immediate or designated supervisor. As deemed necessary, such accidents shall be jointly investigated by one member from management and one

employee. Where practical, such members shall be from Joint Health and Safety Committees.

38.08 Employees who are required to attend First Aid and Safety training courses shall be granted time off with pay for such training. The Employer shall pay for such course fees and tuition.

38.09 **Transportation of Injured Workers**

The Employer shall provide, at no expense to the employee, appropriate transportation to the nearest physician or medical facility and from there to his/her home or place of work depending on the decision of the attending physician, when such services are immediately required for an employee as a result of injury or serious ailment occurring in the work place.

38.10 **Workplace Hazardous Materials Information Systems**

The Employer shall identify in writing new or presently used chemicals, substances or equipment present in the work area including hazards, precautions and antidotes or procedures to be followed following exposure.

38.11 **Video Display Terminals**

Employees who are required to regularly work directly with Video Display Terminals (VDTs) shall have a ten (10) minute break away from the VDT after each hour of continuous operation.

ARTICLE 39 - Nunavut Northern Allowance

39.01 Nunavut Northern Allowance will be paid to every employee, based upon the community in which they are employed, in accordance with this Article.

(i) Subject to 39.03, the Allowance will be paid bi-weekly as set out in Article 24.02.

ii) The allowance for casual, part-time and seasonal employees will be pro-rated to an hourly rate by dividing the annual rate for the community by the standard yearly hours (1950 or 2080).

iii) No allowance will be paid for overtime.

39.02 The Annual rates for Nunavut Northern Allowance are as follows:

Nunavut Northern Allowance

Community	April 1/06 (Current)	01/04/07	01/04/08	01/04/09	01/04/10
Iqaluit	$ 12,109	$12,836	$13,563	$14,289	$15,016
Arctic Bay	$ 20,637	$21,481	$23,045	$24,249	$25,453
Qikiqtarjuak	$ 18,624	$19,555	$20,533	$21,560	$22,638
Cape Dorset	$ 17,260	$18,123	$19,029	$19,981	$20,980
Clyde River	$ 18,904	$19,849	$20,842	$21,884	$22,978
Grise Fiord	$ 28,346	$29,763	$31,251	$32,814	$34,455
Hall Beach	$ 19,384	$20,353	$21,371	$22,439	$23,561
Igloolik	$ 18,576	$19,505	$20,480	$21,504	$22,579
Kimmirut	$ 15,732	$16,519	$17,345	$18,212	$19,122
Pangnirtung	$ 15,475	$16,376	$17,276	$18,177	$19,077
Pond Inlet	$ 19,921	$20,917	$21,963	$23,061	$24,214
Resolute	$ 23,428	$24,599	$25,829	$27,121	$28,477
Sanikiluaq	$ 16,695	$17,530	$18,406	$19,327	$20,293
Arviat	$ 17,370	$18,239	$19,150	$20,108	$21,113
Baker Lake	$ 20,058	$21,061	$22,114	$23,220	$24,381
Chesterfield Inlet	$ 19,043	$19,995	$20,995	$22,045	$23,147
Coral Harbour	$ 19,162	$20,120	$21,126	$22,182	$23,292
Rankin Inlet	$ 15,234	$15,996	$16,795	$17,635	$18,517
Repulse Bay	$ 18,012	$18,913	$19,858	$20,851	$21,894
Whale Cove	$ 17,741	$18,628	$19,559	$20,537	$21,564
Cambridge Bay	$ 16,220	$17,031	$17,883	$18,777	$19,716
Gjoa Haven	$ 21,674	$22,758	$23,896	$25,090	$26,345
Kugluktuk	$ 18,134	$19,041	$19,993	$20,992	$22,042
Kugaaruk	$ 21,916	$23,012	$24,162	$25,371	$26,639
Taloyoak	$ 25,030	$26,282	$27,596	$28,975	$30,424

39.03 Indeterminate employees have the option to receive the Nunavut Northern Allowance payment in one lump sum, payable on March 31 after it has been earned. Employees who wish to receive Nunavut Northern Allowance in this manner must notify the Employer prior to March 15 of the previous year. For example, an employee who wishes to receive the Nunavut Northern Allowance as a lump sum payment on March 31, 2008, must notify the Employer of his/her desire to do so by March 15, 2007.

39.04 If an employee chooses the lump sum option in Article 39.03 and terminates employment prior to March 31, he/she shall receive the Nunavut Northern Allowance on a prorated basis, calculated up to the date of termination of employment.

39.05 Employees who are hired after April 1, and choose the lump sum option in Article 39.03 shall, on March 31, receive the Nunavut Northern Allowance on a prorated basis from the date of hire until March 31.

ARTICLE 40 - RELOCATION

40.01 Introduction

(a) The Employer will provide financial relocation assistance to employees and their dependants on initial recruitment, relocation or termination of employment.

(b) Financial assistance will be provided for shipment of furniture and/or personal effects, long-term storage arrangements and personal travel expenses.

40.02 Application

This article applies to all employees of the bargaining unit except casual employees. There will only be one entitlement per household.

40.03 Eligibility

Employees are only eligible for relocation assistance if their community of employment, at the time of recruitment or termination, is different from their point of recruitment.

40.04 Definitions

(a) Length of service is continuous service (as defined in 2.01(e)) with the Employer.

(b) A year of service is a twelve-month period from the date of initial appointment.

(c) An employee without dependants for the purposes of this Article, is an employee with whom no dependants (as defined in 2.01(j)) reside in the same residence. An employee with dependants, for the purposes of this Article is an employee who has dependants (as defined in 2.01(j)) residing in the same residence.

(d) "Furnished Accommodation" means Employer designated accommodation, furnished by the Employer or furnished accommodation arranged by the employee.

(e) "Unfurnished Accommodation" means Employer designated accommodation, unfurnished by the Employer or unfurnished accommodation arranged by the employee.

(f) "Moving Company" is defined as the company contracted to move an employee's personal effects.

(g) "Storage Company" is defined as the company contracted to provide long-term storage services.

(h) "Relocation Coordinator" is the Employer's officer designated to administer relocations.

(i) Relocation Assistance provides an employee with financial assistance in the form of one lump sum payment, to assist him/her in coordinating and arranging for his/her final move.

(j) "Excess Baggage" means baggage an employee is expected to bring on their person at the time relocation to their community of employment.

40.05 Initial Hire or Relocation Guidelines

(a) The Relocation Coordinator is responsible for the coordination of all relocation arrangements. There will be no reimbursement for any relocation made without the prior approval of the Relocation Coordinator.

(b) Upon initial hire, for all appointments of less than one (1) year in duration, only furnished accommodation will be provided through the Employer, if available.

(c) Upon initial hire, for all appointments of greater than one (1) year in duration, furnished and unfurnished accommodation will be made available as determined by the Employer.

(d) Any GN employee in Nunavut who relocates to another community in Nunavut for reasons of continued employment with the Employer will, in addition to the standard relocation entitlement for relocation of initial hires, be entitled to relocate all-terrain vehicles, snowmobiles, and foodstuffs to the new community of employment.

(e) Travel advances may be awarded, but shall not exceed the estimated amount of the employee's entitlement under this article.

(f) Reimbursement for expenses paid in relation to a move shall be limited to those costs that would have been incurred if the move had been carried out in the most practical and economical manner.

40.06 Travel

(a) Transportation of the employee and dependants will be by the most economical means from the point of recruitment.

(b) Employees shall be deemed to be on duty travel for time in transit. Employees shall be compensated for travel at regular salary for the time in transit, to a maximum of three (3) days.

40.07 Accommodation

(a) Compensation will be provided for commercial accommodation for the employee, or the employee and his/her dependants, while in direct travel status to the place of employment, for a maximum of three days at the most economical rates.

(b) At destination, compensation for interim commercial lodgings will be provided for the employee, or the employee and his/her dependants, while awaiting the arrival of furniture and/or effects, and/or the availability of accommodation, for up to twenty-one (21) days. Interim accommodation at a private home in Nunavut will be compensated for at seventy-five dollars ($75.00) per day for the employee, with an additional five dollars ($5.00) per day for each dependant. Interim accommodation at a private home outside of Nunavut will be compensated for at fifty dollars ($50.00) per day for the employee, with an additional five dollars ($5.00) per day for each dependent.

(c) In exceptional cases, this period may be extended by the Deputy Head due to a delay in the arrival of furniture or availability of accommodation.

40.08 Meals and Incidentals

(a) Expenses for meals and incidentals will be provided for the employee and his/her spouse, plus an amount equal to one-half the full rate for other dependants while on travel status;

(i) en route to the new employment location, for a maximum of three days;

(ii) for any eligible period of interim accommodation; and

(b) while awaiting the arrival of necessary furniture and/or necessary effects, and/or the availability of accommodation; in accordance with entitlements under the Duty Travel article, for up to twenty-one (21) days. For the purposes of this article, necessary furniture and necessary effects are limited solely to the following items:

Effects:	Linens Towels Pillows Shower curtains Toiletries Appropriate clothing Kitchenware (i.e. dishes, utensils, pots and pans, etc.)
Furniture:	Bed Table Chairs

(c) Employees must demonstrate that efforts were made to include necessary effects in their excess baggage in order to qualify for the meals and incidentals entitlement contained in Article 40.08(b).

(d) In exceptional cases, this period may be extended by the Deputy Head due to a delay in the arrival of furniture or availability of accommodation.

40.09 Cancellation of Rental Agreement

Indeterminate employees will be entitled, both on initial and subsequent moves, to the cost of breaking rental agreements or leases for residential accommodation up to a maximum amount equal to three months' rent.

40.10 Duplicate Costs

(a) For any indeterminate employee who has accepted employment with the Employer, and who has been paying for both his/her old and new places of residence, duplicate costs will be reimbursed up to a maximum of three (3) months, for the lesser amount of:

(i) the monthly mortgage payment on the old residence; or

(ii) the monthly rental/mortgage payment on the new residence.

40.11 Real Estate Costs

An indeterminate employee who owns and occupies a single family dwelling as a principal residence and is required to transfer from one place of duty to another in the service of and as an employee of the Employer may be reimbursed actual real estate, legal and notarial fees incurred in the sale of the residence, provided that the residence is sold and/or purchased within one year of the date the employee was authorized to transfer.

40.12 Food and Transportation Assistance

Indeterminate employees who are newly appointed or transferred for the first time to one of the communities listed below will be given a recoverable allowance, up to a maximum of five thousand dollars ($5,000.00) per household.

Arctic Bay	Arviat	Gjoa Haven
Cape Dorset	Baker Lake	Kugaaruk
Clyde River	Chesterfield Inlet	Taloyoak
Grise Fiord	Coral Harbour	Kugluktuk
Hall Beach	Whale Cove	
Igloolik	Repulse Bay	
Kimmirut		
Nanisivik		
Pangnirtung		
Pond Inlet		
Qikiqtarjuaq		
Resolute Bay		
Sanikiluaq		

40.13 Repayment

Recovery of this allowance will be made through bi-weekly payroll deductions. The number of deductions will not exceed the term of employment with the Employer or twelve (12) months, whichever is less.

40.14 Incidental Expenses

(a) For all employees claiming expenses under this article, the following reimbursements will apply upon presentation of receipts:

(i) long distance phone calls or faxes associated with the move;

(ii) an award of two hundred and fifty ($250.00) to an employee moving into unfurnished accommodation;

(iii) an award of one hundred and twenty-five ($125.00) to an employee moving into furnished accommodation;

(iv) temporary storage of effects pending availability of accommodation when pre-authorized by the Employer; and/or

(v) taxi fares related to the move.

40.15 Personal Effects and Weight Allotments

(a) Excess baggage to a maximum of six (6) pieces not more than 32kg (70 lbs.) each for the employee and two (2) pieces not more than 32kg (70 lbs.) each for each dependant where:

(i) effects are moved separately by a slower method of transportation; and

(ii) no other expenses are paid for the movement of these effects.

(b) The following maximum weight entitlements apply for all appointments of less than one year in duration. When available, only furnished accommodation will be made available with the additional option of long-term storage provisions (see Table A-1)

(c) For all appointments of one year or more in duration, furnished or unfurnished accommodation will be made available.

(d) For all appointments of one year or more in duration, moving to furnished accommodation, the following maximum weight entitlements apply: (see Table A-2)

(e) For all appointments of one year or more in duration, moving to unfurnished accommodation the following maximum weight entitlements apply: (see Table A-3)

(f) Where the total weight entitlement for relocation of effects is not used at the time of the initial move, the balance of the allowance cannot be claimed at a later date, except in cases where transportation problems preclude moving the total weight entitlement in one shipment. In these cases, extensions are subject to the approval of the Deputy Head of Human Resources, or designate.

40.16 Long Term Storage Provisions

(a) An employee who leases furnished accommodations will be provided with long-term storage benefits for the length of his/her appointment, or three years, whichever is less.

(b) Any employee of the Employer who relocates to a new community or accepts a change in appointment to indeterminate status with the Employer, and continues to lease furnished accommodations will be entitled to a renewal of the long-term storage benefit provision, for the length of his/her new appointment or three years, whichever is less.

(c) An employee of the Employer, who moves to unfurnished accommodations in a new community and is presently in receipt of long-term storage benefits, will be entitled to the relocation of his/her effects out of storage and to his/her new accommodation at the Employer's expense, subject to the maximum amounts set out in this Article.

(d) Early termination of term appointments, or resignation will result in the cancellation of long-term storage agreements.

(e) Extensions of the maximum, three-year, long-term storage provision will only be considered for exceptional reasons and must be approved by the Deputy Head.

(f) The employee will be responsible for payment of insurance costs for long-term storage provisions.

(g) Any costs associated with the relocation of furniture and effects from long-term storage will be the employee's responsibility.

(h) The Relocation Coordinator will provide the storage company and the employee with a written notice, thirty (30) days in advance of the expiry of a long-term storage contract.

(i) Furniture and effects designated for long-term storage will form part of the employee's total allowable weight allotments. The maximum weight the employee will be entitled to put into storage at the Employer's cost will be his/her maximum allowable weight entitlement, as defined in Tables A-1, A-2 and A-3, less any weight shipped to the new work location.

40.17 Procedures

(a) The Relocation Coordinator will discuss the election for long-term storage arrangements with the employee, at the same time arrangements for the employee's move are being made.

(b) The Relocation Coordinator will calculate and advise the employee of the maximum weight he/she is eligible to put into storage at the Employer's expense.

(c) The Relocation Coordinator will advise the moving company of the requirement for storage and the maximum weight entitlements, and will record the information on the Relocation Estimate and Authorization Form, when the arrangements are being made to move the employee's effects.

(d) The Relocation Coordinator will create a reminder record for forty-five (45) days before the Employer's responsibility for the employee's storage contract will end.

(e) The Relocation Coordinator will advise the moving company that the Employer will pay the costs for storage of the effects for the employee's allowable entitlement period, and that the employee is responsible for insuring the goods in storage. This information is also recorded on the Relocation Estimate and Authorization Form.

(f) Written notices will be sent to employees who are in receipt of long-term storage benefits in April of each year, advising of:

(i) the monthly cost of long-term storage; and

(ii) the time remaining for which the Employer will pay storage costs.

(g) At the end of the storage contract, the employee will have two options:

(i) remove the goods from the storage company: or

(ii) negotiate a new, independent storage contract with the storage company.

(h) Should an employee relocate to another community for reasons of a new appointment with the Employer, or to an indeterminate appointment with the Employer, and into furnished accommodation, the Relocation Coordinator will authorize the storage company to continue billing the Employer for the length of his/her appointment, or three years, whichever is less.

(i) Should an employee relocate to another community for reasons of a new appointment with the Employer, or relocation of employment with the Employer, and into unfurnished accommodation, the Relocation Coordinator will authorize the movement of effects from storage to the new residence, subject to the maximum amounts set out in this Article. The moving company will be informed on the Relocation Estimate and Authorization form.

(j) The Relocation Coordinator will maintain copies of all correspondence and invoices related to long-term storage in the employee's relocation/storage file.

(k) The Relocation Coordinator will pay all invoices for storage of the employee's effects. Each time an invoice is paid, the Relocation Coordinator will verify the expiry date of the employee's long-term storage contract.

40.18 Relocation on Termination

Relocation on termination assistance provides employees who terminate their employment with the Employer with financial relocation assistance to move themselves and their dependants, if applicable, and their effects, from their community of residence.

40.19 Indeterminate Employees

(a) On termination, an indeterminate employee, with or without dependants, who leases unfurnished accommodations, or who leases furnished accommodations or owns his/her own home, will be provided financial assistance on a percentage basis for years of completed service, as defined in Table A-6.

(b) These percentages will be calculated against the lump sum payment entitlements, as illustrated in the applicable tables in Table A-4.

40.20 Term Employees

(a) On termination, a term employee, with or without dependants, who leases unfurnished accommodations, or who leases furnished accommodations or owns his/her own home, will be provided financial assistance on a percentage basis for years of completed service, as defined in Table A-6.

(b) These percentages will be calculated against the lump sum payment entitlements, as illustrated in the applicable tables in Table A-5.

40.21 Guidelines

(a) To be eligible for this assistance, an employee who terminates employment with the Employer must certify his/her intention to leave his/her community of employment at the time of resignation.

(b) An employee who is dismissed, rejected on probation, or declared to have abandoned his/her position is not eligible for relocation assistance.

(c) The estate of a deceased employee is eligible for 100% relocation allowance, depending upon the employee's accommodation, number of dependants and employee status. The cost of shipping the body will also be reimbursed by the Employer, and will be in addition to the deceased employee's allowance entitlement.

(d) Any employee who does not provide required notice of their employment will have their resignation accepted "with prejudice", and therefore will not be entitled to any relocation allowance on termination.

(e) Reimbursement provided to an employee will be to assist him/her in his/her relocations.

(f) An employee who receives relocation assistance from any other source will not be eligible for relocation assistance in accordance with this Article.

40.22 Procedures

(a) Upon inquiry by the employee, the Relocation Coordinator will provide information on relocation entitlements.

(b) Employees are to be advised that their relocation will be reduced by any monies owed to the Employer that cannot be recovered from their final pay.

(c) Before any relocation allowance is paid, the employee must provide the Relocation Coordinator with authorization for relocation approved by the employee's Deputy Head.

(d) In addition, before any relocation allowance is paid, the Relocation Coordinator will check with the Department of Finance to confirm there are no outstanding monies owed to the Employer, that cannot be collected from the employee's final pay.

(e) The Relocation Coordinator will check for any effects that may be in long-term storage at the Employer's expense. Should any effects be in long-term storage, the Relocation Coordinator will advise both the employee and the storage company that the Employer's responsibility will end 30 days after the employee's termination date. The employee will be responsible for moving the effects out of storage.

(f) Lump sum payments will be in the form of a cheque from the Employer, which will be consistent with an employee's employment status, dependant status, and the terms of this Article.

(g) The employee will be responsible for making all moving and travel arrangements and for paying for his/her move.

(h) The employee will be responsible for providing required notices to terminate leased accommodation to both the Relocation Coordinator and the appropriate landlord or property administrator of his/her accommodation.

(i) The Relocation Coordinator will ensure that copies of all relevant documents are placed in the employee's relocation file.

Table A-1

Relocation In - Eligible Weight Entitlements, Indeterminate And Term Employees
Appointed For Periods Of Less Than One Year
Furnished Accommodation

Family Status	Accommodation Status	Eligible Weight
Without Dependants	Furnished only	56.7 kgs (125 lbs.) per month of service contracted, to maximum of 680.4 kgs (1,500 lbs.)
With Dependants	Furnished only	151.5 kgs (334 lbs.) per month of service contracted, to maximum of 1,814 kgs (4,000 lbs.)

Table A-2

Relocation In - Eligible Weight Entitlements, Indeterminate And Term Employees

Appointed For Periods Of One Year Or More
Furnished Accommodation

Family Status	Accommodation Status	Eligible Weight
Without Dependants	Furnished only	680.4 kgs (1,500 lbs.)
With Dependants	Furnished only	1,814.4 kgs (4,000 lbs.)

Table A-3
Relocation In - Eligible Weight Entitlements, Indeterminate And Term Employees
Appointed For Periods Of One Year Or More
Unfurnished Accommodation

Family Status	Accommodation Status	Eligible Weight
Without Dependants	Unfurnished	1,814.4 kgs (4,000 lbs.)
With one Dependant	Unfurnished	2,721.6 kgs (6,000 lbs.)
With two Dependants	Unfurnished	3,175.2 kgs (7,000 lbs.)
With three Dependants	Unfurnished	3,628.8 kgs (8,000 lbs.)
With four or more Dependants	Unfurnished	4,082.4 kgs (9,000 lbs.)

Table A-4

Relocation Out Reimbursement Schedule, Maximum Relocation Allowance

Indeterminate Employees
Unfurnished and Furnished Accommodation

Community	Unfurnished Without Dependants	Unfurnished With Dependants	Furnished Without Dependents	Furnished With Dependents
Arctic Bay	$8,287	$13,812	$6,215	$10,359
Qikiqtarjuaq	$8,042	$13,404	$6,032	$10,053
Cape Dorset	$7,729	$12,882	$5,797	$9,662
Clyde River	$9,058	$15,096	$6,793	$11,322
Grise Fiord	$10,638	$17,730	$7,979	$13,298
Hall Beach	$8,233	$13,722	$6,175	$10,292
Igloolik	$8,233	$13,722	$6,175	$10,292
Iqaluit	$6,170	$10,284	$4,628	$7,713
Kimmirut	$6,732	$11,220	$5,049	$8,415
Nanisivik	$8,078	$13,464	$6,059	$10,098
Pangnirtung	$7,376	$12,294	$5,532	$9,221
Pond Inlet	$10,066	$16,776	$7,549	$12,582
Resolute Bay	$8,338	$13,896	$6,253	$10,422
Sanikiluaq	$4,979	$8,298	$3,734	$6,224
Arviat	$5,152	$8,586	$3,864	$6,440
Baker Lake	$7,085	$11,808	$5,314	$8,856
Chesterfield Inlet	$5,994	$9,990	$4,496	$7,493
Coral Harbour	$7,988	$13,314	$5,991	$9,986
Rankin Inlet	$5,180	$8,634	$3,885	$6,476
Repulse Bay	$7,988	$13,314	$5,991	$9,986
Whale Cove	$5,944	$9,906	$4,458	$7,430
Cambridge Bay	$5,022	$8,370	$3,767	$6,278
Gjoa Haven	$8,021	$13,368	$6,016	$10,026
Kugluktuk	$4,964	$8,274	$3,723	$6,206
Kugaaruk	$8,935	$14,892	$6,701	$11,169
Taloyoak	$8,554	$14,256	$6,415	$10,692

Table A-5
Relocation Out Reimbursement Schedule, Maximum Relocation Allowance
Term Employees
Unfurnished and Furnished Accommodation

Community	Unfurnished Without Dependants	Unfurnished With Dependants	Furnished Without Dependants	Furnished With Dependants
Arctic Bay	$6,215	$10,359	$4,662	$7,769
Qikiqtarjuaq	$6,032	$10,053	$4,524	$7,540
Cape Dorset	$5,797	$9,662	$4,348	$7,247
Clyde River	$6,793	$11,322	$5,095	$8,492
Grise Fiord	$7,979	$13,298	$5,984	$9,974
Hall Beach	$6,175	$10,292	$4,631	$7,719
Igloolik	$6,175	$10,292	$4,631	$7,719
Iqaluit	$4,628	$7,713	$3,471	$5,785
Kimmirut	$5,049	$8,415	$3,787	$6,311
Nanisivik	$6,059	$10,098	$4,544	$7,574
Pangnirtung	$5,533	$9,221	$4,149	$6,916
Pond Inlet	$7,549	$12,582	$5,662	$9,437
Resolute Bay	$6,253	$10,422	$4,690	$7,817
Sanikiluaq	$3,734	$6,224	$2,801	$4,668
Arviat	$3,864	$6,440	$2,898	$4,830
Baker Lake	$5,314	$8,856	$3,985	$6,642
Chesterfield Inlet	$4,496	$7,493	$3,373	$5,620
Coral Harbour	$5,992	$9,986	$4,494	$7,490
Rankin Inlet	$3,886	$6,476	$2,914	$4,857
Repulse Bay	$5,992	$9,986	$4,494	$7,490
Whale Cove	$4,458	$7,430	$3,344	$5,573
Cambridge Bay	$3,767	$6,278	$2,825	$4,709
Gjoa Haven	$6,016	$10,026	$4,512	$7,520
Kugluktuk	$3,724	$6,206	$2,793	$4,655
Kugaaruk	$6,701	$11,169	$5,026	$8,377
Taloyoak	$6,415	$10,692	$4,811	$8,019

Table A-6
Relocation Out Allowance Eligibility %
Indeterminate and Term Employees

Length of Service	Entitlement
1 year or less	0%
2 years and less than 3 years	0%
3 years and less than 4 years	50%
4 years and less than 5 years	60%
5 years and less than 6 years	70%
6 years or greater	100%

ARTICLE 41 - Duty Travel

41.01 (a) Where an employee is required and authorized to travel on behalf of the Employer he/she shall be paid:

(i) when the travel occurs on a regular workday, as though he/she were at work for all hours travelled;

(ii) when the travel occurs on a day of rest or designated paid holiday, at the applicable overtime rate for all hours travelled, with a minimum of four (4) hours pay at the straight time rate and a maximum of eight (8) hours at the applicable overtime rate.

(b) For the purpose of this Article, hours travelled includes a one (1) hour **(two (2) hours for airports in communities outside of Nunavut and the Northwest Territories)** check-in period at airports, bus depots, or train stations as well as a one (1) hour check-out period at each overnight stopover and at the final destination. Hours travelled also include time spent waiting for connecting flights, trains or buses, but is exclusive of overnight stopovers.

(c) The Employer will make every reasonable effort to restrict travel outside of the employee's headquarters that requires absence from home beyond a period, which includes two (2) weekends.

(d) Where an employee is absent from home on a designated paid holiday or day of rest and does not work, he/she shall receive cash payment at time and one-half (1½T) his/her rate of pay or be granted the equivalent leave with pay.

41.02 An employee who is required and authorized to travel on Employer business will be reimbursed for reasonable expenses incurred.

41.03 Entitlement

The entitlements set out hereunder are subject to limitations in Clauses 41.05, 41.07 and 41.08. Where the expenses for meals, lodging and other items cannot be kept within the entitlements laid down in this Article, the claimant must explain the circumstances on his/her claim and justify actual expenses by receipts.

41.04 Transportation

The cost of transportation is authorized as follows:

(a) economy air (employees may be entitled to travel first class if proof is provided that economy air was not available on a required flight);

(b) privately owned motorized vehicle (refer to Article 41.10 to 41.15);

(c) chartered aircraft;

(d) first class rail with sleeping car, duplex roomette, or parlour car chair except that coach class should normally be used for short trips;

(e) rented or hired cars - where this is the most reasonable or economical means of travel;

41.05 Accommodation

(a) Effective date of signing, Commercial Accommodation (Not Exceeding Eighteen (18) Calendar Days) - employees will be reimbursed for actual costs of authorized accommodation. Where possible employees shall use hotels which provide special rates for Government employees. When making a reservation with a listed hotel, it should be clearly indicated that the accommodation is for a Government of Nunavut employee in travel status and is to be at the Government agreed rate. Commercial accommodation expenses must be accompanied by receipts.

(b) Effective date of signing, Accommodation for Periods in Excess of Eighteen (18) Calendar Days - normally the employee will be expected to make appropriate arrangements for suitable rental accommodation at weekly or monthly rates. This should be arranged prior to the start of the period in travel status or shortly after arrival.

(c) Non-Commercial Accommodation - where employees make private arrangements for overnight accommodation, they may claim fifty dollars ($50.00) for each night outside Nunavut, adjusted as the Federal rate is changed, and seventy five dollars ($75.00) for each night within Nunavut.

(d) Government Accommodation - employees on extended trips may be provided with temporary accommodation at the discretion of the Employer. Employees who obtain such lodging are not entitled to the non-commercial accommodation allowance referred to in Clause 41.05(c), and are financially responsible for any damage incurred. Employees provided with this accommodation are not required to pay rent if they are in receipt of a private accommodation allowance or are paying rent at their usual place of residence.

41.06 Meals and Incidental Expenses

(a) Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to miscellaneous service personnel, etc.

Effective date of signing, for periods of duty travel not exceeding eighteen (18) calendar days, per diems below will be paid. An employee in travel status for a part day only may claim individual meals and incidentals as applicable.

	Canada/USA	Yukon/Alaska	NWT	Nunavut
Breakfast	**11.55**	**11.85**	**12.45**	**18.75**
Lunch	**11.30**	**12.45**	**13.40**	**21.10**
Dinner	**31.80**	**39.95**	**39.60**	**52.55**
Incidentals	**17.30**	**17.30**	**17.30**	**17.30**
Total per Day	**71.95**	**81.55**	**82.75**	**109.70**

These rates will be adjusted as the Federal rates are changed.

NOTE:

Where the actual cost of meals and services exceeds the maximum allowance, and where the reason for this excess can be justified, and the expenses supported by receipts (cost of meals is not to be included on hotel bill), the employee will be reimbursed for the actual expense incurred. Where receipts cannot be provided, reimbursement will be made for the meal allowances outlined above.

(b) Effective date of signing, except in communities where housekeeping units or reasonable room and board are not available, when travel status extends beyond eighteen (18) calendar days in one location, the maximum amount claimable for meals shall be reduced to twenty dollars ($20.00) per day inclusive for all days in excess of eighteen (18) calendar days.

(c) An employee may not be treated as "in travel status" if he/she is appointed to the establishment of one head-quarters area, but his/her duties are carried out at another location during the major portion of the time or continuously.

(d) Where the return trip is made in one (1) day, the amount claimable shall be on the basis of meals only.

41.07 Other Expenses

Employees may be reimbursed for:

(a) long distance telephone calls of an official nature providing that an explanation is provided. Where an employee is required to remain absent from his/her home over a week-end, and has been on continuous travel status for two (2) or more

days preceding the week-end, he/she shall be reimbursed for a personal long distance call not to exceed ten (10) minutes (to be supported by receipts where available);

(b) baggage - for storage and excess baggage charges where this is in the performance of duty and a satisfactory explanation is provided;

(c) taxis - the use of taxis must be explained except where the purpose is self-evident. Taxis should not be authorized for repeated trips between the same place where convenient public transportation is available.

(d) laundry - after two (2) consecutive days on duty travel, a maximum of three dollars ($3.00) per day for each subsequent day supported by receipts in all cases.

(e) local phone calls for business purposes.

(f) payment of casual wages for service personnel where a satisfactory explanation is provided, not to exceed fifty dollars ($50.00).

(g) employees may be reimbursed for child care expenses if the employee, due to the requirement to travel on behalf of the Employer, incurs child care expenses which exceed those which would have normally been incurred, upon provision of receipts and to a maximum of:

(i) forty dollars ($40.00) per day per child, effective date of signing of this Collective Agreement.

(ii) forty five dollars ($45.00) per day per child, effective April 1, 2006.

41.08 Limitations

Notwithstanding Clause 40.07(f), no item of "other expenses" or transportation in excess of eight dollars ($8.00) will be reimbursed unless it is supported by a receipt.

41.09 The following expenses will not be allowed:

(a) purchase of briefcases, fountain pens, tools or any other supplies or equipment;

(b) rental of television or radio receiving sets, where not included in the charge for lodgings;

(c) purchases of a personal nature, such as baggage, clothing, etc.;

(d) subject to Clause 41.07(a), telephone, telegraph, cable, or radio messages of a personal nature except in the case of unavoidable delay in arrival home;

(e) expenses of any kind incurred during stopovers for personal reasons or during periods of leave, with or without pay;

(f) any losses of money or of personal belongings.

41.10 Procedure

(a) The Employer shall authorize duty travel by signing the Travel Authorization and Expense Claim before the start of the trip.

(b) This form is to be submitted as a request for an advance of travel expenses where this is required.

(c) All requests for advances should be submitted at least three (3) working days before the trip commences.

(d) The form will be returned to the claimant along with the cheque for the advance.

(e) Within ten (10) days of completing the trip, the employee shall submit his/her claim for expenses on the pre-authorized form for approval by the Employer, along with a personal cheque to cover any amount by which the travel advance exceeds the total of the claim.

(f) No employee is allowed to have more than one travel advance outstanding at any one time, unless circumstances indicate the need for two. Failure to comply with this regulation will result in automatic payroll deductions being initiated for the total amount of the advance.

41.11 Travel by Privately Owned Motorized Vehicle

(a) The Employer will reimburse an employee who, with prior authority, uses a privately owned motorized vehicle for necessary travel on Government business or on removal.

(b) The use of a privately owned motorized vehicle shall not be authorized when, because of the additional time involved, commercial transportation would be more reasonable and practicable.

(c) When the total cost of the trip, including the cost of meals, lodging and incidental expenses exceeds the cost of the same journey by ordinary commercial means, reimbursement shall be limited to the commercial cost.

41.12 Entitlements

Subject to Clauses 41.13 and 41.14, the following entitlements are provided:

(a) where the use of privately owned motorized vehicle is authorized:

(i) for the Employer's rather than the individual's convenience - an allowance of 48.5 cents per kilometer for travel within Nunavut and 34.5 cents per kilometer for travel elsewhere;

(ii) for the individual's rather than the Employer's convenience - an allowance of 22.5 cents per kilometer.

These rates will be adjusted as the Federal rates are changed.

(b) reimbursement for ferry, bridge, road and tunnel

(c) other travel expenses where applicable

41.13 Limitations

The following limitations shall apply:

(a) persons not covered by personal insurance shall not be authorized to use a private motorized vehicle on Employer business;

(b) the Employer will not pay for any additional cost of insurance which may be required on the employee's motorized vehicle by reason of using it on Employer business;

(c) the distance allowance for enroute travel shall be calculated:

(i) for enroute travel, on distances given in the Canadian Warehousing Official Distance Guide, where these are listed,

(ii) for other enroute distances, on the generally accepted kilometrages for the most direct route.

(d) no additional distance allowance will be paid where other employees on duty are carried as passengers.

41.14 The Employer will not pay any claims for damage, loss or liability incurred by an employee while driving an automobile on Employer business other than those claimed under the *Workers' Compensation Act.*

41.15 Procedure

(a) The Employer shall authorize distance allowance by signing the Travel Authorization and Expense Claim before the start of the trip.

(b) Upon completion of the trip, the claim shall:

(i) be completed by the employee;

(ii) be supported by receipts for lodging, etc. (where applicable);

(iii) show separately details of:

(a) enroute kilometrages;

(b) business kilometrages (if any) in lieu of taxis at destination;

(iv) be submitted to the Employer for approval and payment.

41.16 Headquarters Travel

The Employer will reimburse employees for unusual transportation expenses necessarily incurred while carrying out their duties within their headquarters area.

41.17 Entitlement

Subject to the Employer's approval, payment shall be made for transportation in the headquarters area of the employee in the following circumstances:

(a) for a taxi between home and place of duty where the employee is required to work after normal hours and circumstances such as the combination of late hours, weather, and distance make it unreasonable to use his/her normal means of getting to or from work;

(b) where transportation is necessary for such reasons as the carrying of bulky documents or because of the time factor and the method chosen is the most economical under the circumstances.

41.18 Limitations

Except with the prior approval of the Employer, no payment shall be made for daily transportation expenses within a headquarters area between the home of an employee and his/her place of duty.

41.19 Subject to operational requirements approved medical travel and/or annual leave may be scheduled in conjunction with approved duty travel.

ARTICLE 42 – Uniforms and Protective Clothing

42.01 Where the Employer determines that an employee's work is of a nature where health and cleanliness must be maintained or where special identification will aid in the effective performance of duties and in meeting particular program objectives, the Employer will provide uniform clothing free of charge to employees

42.02 Uniform clothing issue is defined as items of wearing apparel, maintained at an acceptable standard at the employee's expense, generally consisting of:

(a) outer clothing worn on duty indoors or outdoors;

(b) footwear;

(c) gloves and ties;

(d) survival suits (Transport Canada approved and Safety of Life at Sea certified).

42.03 The purchase of uniform clothing issues will be the responsibility of the Employer.

42.04 Uniform clothing issue provided free of charge to employees and replaced free of charge under prescribed conditions will be considered items of Government property.

42.05 (a) Uniform clothing issue are to be worn only when employees are on duty.

(b) The responsibility of maintaining uniform clothing issue clean and in good repair rests with employees.

(c) Loss of, or damage through negligence, to uniform clothing issue will result in an assessed charge to the employee.

(d) In the event a uniformed employee terminates or transfers to a non-uniformed position, the employee shall be given an option to purchase selected uniformed clothing items at a reasonable price based on the age and condition of the selected items.

42.06 Custodial workers will be supplied smocks or coveralls. Custodial workers who are required to work outdoors in the winter will be provided insulated coveralls.

ARTICLE 43 – Education and Professional Development Leave

Education Leave

43.01 With the prior approval of the Employer, an employee with at least three (3) years of continuous service may be granted education leave where an employee wishes to **take full-time post-secondary studies for a predetermined period of time at a recognized university, college, vocational, professional or technical institute that is approved by the Employer or take full-time academic upgrading necessary to qualify the employee to enter post-secondary studies.**

43.02 The Employer recognizes the usefulness of both short-term education leave (for up to six (6) months in duration), and long-term education leave for a period of up to one (1) year with the possibility of renewal by mutual agreement.

43.03 Applications for short-term education leave must normally be submitted to the Employer at least four (4) months prior to the date the program is scheduled to commence. In the case of long-term education leave, applications must be received by the Employer prior to a deadline of February 1st for a course scheduled to commence the following September. For courses commencing in the winter or spring term, the deadline for receipt of applications will be September 1st of the previous year. All applications must be accompanied by a statement outlining the field of study, the program to be followed and the value of the leave to the employee and to the Employer. If the short-term or long-term education leave involves study at an academic or vocational institution, an employee must show proof of acceptance by the institution prior to commencing the leave.

43.04 An employee is eligible for basic assistance when he or she is granted education leave in order to obtain qualifications that are generally relevant to the present or future requirements of employment in the Public Service. Basic assistance does not include allowance in lieu of salary, but will include tuition and travel costs for the employee. Candidates for long-term education leave will also be entitled to one full relocation out and in of the community of employment in accordance with the relocation guidelines in Article 40.

43.05 In addition to the basic assistance described in clause 43.04, an employee on education leave may receive an allowance in lieu of salary in accordance with the following guidelines:

(a) Where, at the employee's request, the Employer grants short or long-term education leave for the purposes of developing the employee's competencies in the position, the employee will receive an allowance equivalent to a portion of his or her base salary in an amount to be determined by the Employer.

(b) Where, at the Employer's request, the employee agrees to undertake necessary retraining or participate in a program of study for the performance of essential work, the employee shall receive an allowance equivalent to 100% of base salary.

43.06 As a condition to the granting of education leave, an employee shall, if required, give a written undertaking prior to commencement of the leave to return to the service of the Employer for a period at least equal to the period of the leave granted.

43.07 The employee shall repay the Employer all allowances paid to him or her during the education leave or a lesser sum on a pro-rated basis if the employee:

(a) fails to complete the approved program of studies without justifiable reasons;

(b) does not resume employment with the Employer following completion of the program; or,

(c) ceases to be employed before termination of the period he or she has undertaken to serve after completion of the program.

43.08 On completion of the education leave, the employee shall be returned to their original position in the same community at a basic salary level not lower than the position held immediately prior to the commencement of the leave. In the event that the position has been eliminated or moved to another community, the employee shall be returned to a position that is mutually agreeable both to the employee and Employer but not at a lower rate of pay than the position held immediately prior to the commencement of the leave.

Professional Development Leave

43.09 Professional development refers to an activity, which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her professional development and to the organization in achieving its goals. The following activities shall be deemed to be part of professional development:

(a) a course or workshop given by the Employer;

(b) a course or workshop offered by a recognized institution or instructor;

(c) a research program carried out in a recognized institution;

(d) a conference, symposium, seminar, convention or study session in a field related to the employee's work.

43.10 Where an employee's application for professional development has been approved by the Employer, the employee shall be considered on duty if he or she remains in the

community of employment during the activity, and on duty travel if it takes place in another community.

43.11 Employees taking professional development shall be reimbursed for all reasonable travel and other expenses incurred by him or her.

Examination Leave

43.13 With approval of the Deputy Head, leave with pay may be awarded to an employee for the period of time required to write exams for educational courses approved by the Employer. Such leave will not be unreasonably withheld.

ARTICLE 44 – Deferred Salary Leave Plan

44.01 The deferred salary leave plan enables employees to take six months or one year of leave from the Public Service and to finance this leave through a deferral of salary in previous years.

44.02 Under this plan, participating employees agree to defer a portion of their salary for four or four and one half consecutive years and the Employer agrees to grant the employee leave in the fifth year or the last six months of the fifth year, and to use the amounts deferred in the previous four or four and one-half years to pay the employee's salary during the period of the leave. Participation in the plan is subject to operational requirements.

44.03 During the period of leave, employees may engage in whatever activities they wish.

44.04 The individual plan for each participating employee is a six year period consisting of the following:

(a) (i) The first four consecutive years during which the employee draws 80% of salary earned in each of the four years and defers the remaining twenty percent 20%;

(ii) The fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above plus any interest earned on the deferred funds; and

(iii) The sixth consecutive year in which the employee returns to employment with the Public Service of Nunavut for a minimum of one year;

or,

(b) The first four consecutive years and six consecutive months during which the employee draws 90% of salary earned in each of the four years and six months and defers the remaining 10%;

(i) The last six consecutive months of the fifth consecutive year in which the employee takes the leave, and is paid from the amounts deferred above plus any interest earned on the deferred funds; and

(ii) The first six consecutive months of the sixth consecutive year in which the employee returns to employment with the Public Service of Nunavut for a minimum of six months.

44.05 Participation can begin at any time during the year.

44.06 There is no maximum number of employees allowed to enter the plan.

44.07 Deputy Heads ensure that approved leaves do not impair the future operation of their Department.

44.08 Employees make written application to their Deputy Head. Applications should state the proposed start of the salary deferral and the proposed period of leave.

44.09 The Deputy Head reviews the application and the requirements of the Department and notifies the employee and the respective Department of Finance, Pay and Benefits Officer at least six (6) weeks prior to the start of salary deferral.

44.10 Each participant will sign an agreement covering the details of the plan.

44.11 In each year of the plan preceding the period of the leave, the employee will be paid 80% or 90% of the applicable salary. The remaining 20% or 10% of salary will be deferred and this amount will be retained in trust by the Employer to finance payments during the period of leave.

44.12 The deferred salary will be placed in a trust fund by the Government and any returns on the investment of the trust will be used to pay the participant during the period of leave.

(a) The money held in trust will be pooled with other Government funds and the employee will be credited with the average rate of return on those funds.

(b) Investments will be restricted to those eligible under Section 57(1) of the *Financial Administration Act.*

(c) A statement of the individual's account will be provided at each anniversary of the plan. Each year T-5's will be produced, showing the taxable income from the funds.

44.13 During the period of leave, the participant shall receive, if on a one year leave, one twenty sixth or, if on a six month leave, one thirteenth of the amount deferred plus any trust fund returns in each pay period, less applicable deductions. No additional payments to the participant can be made such as loans, subsidies, allowances or salary.

44.14 Income Tax will be deducted in accordance with the provisions of the *Income Tax Act* and its Regulations.

44.15 During the first four or four and one-half years of the plan, the Employer shall provide employee benefits at a level equivalent to 100% of salary. Benefits and premium recoveries for the period of leave will be governed by the rules for Leave Without Pay. All benefits cease except Public Service Health Care Plan, superannuation, supplementary death benefit, disability insurance, and dental coverage. Premiums for these plans are payable by the employee. Arrangements can be made to have deductions from pay for some of these benefits.

44.16 Upon return from leave, the Department will, wherever possible, place the employee in the position held at the commencement of the leave. Where this is not possible, the employee will be placed in an agreed upon equivalent position. If the employee's position is deleted from the establishment while the employee is on leave, the employee will be entitled to the same rights and benefits had the employee been in the position when it was deleted.

44.17 Returning employees will have their salary review date moved in accordance with 24.10(c).

44.18 The Employer shall cancel participation in the plan and shall refund, within sixty (60) days, the total of the deferred salary plus earnings from the plan, if the employee dies or employment is otherwise terminated.

44.19 Where operational requirements would not be met if the employee proceeded on leave in the fifth year, or where exceptional changes in personal circumstances make the leave unfeasible, the Employer will give the employee the choice of the following:

(a) withdrawing from the plan and taking a refund of the total in the deferred salary account; or

(b) deferring the period of leave to either the sixth or seventh consecutive year or to some other mutually agreeable time.

44.20 Upon withdrawal from the plan the total in the account will be repaid to the employee within sixty (60) days from the notification of withdrawal.

ARTICLE 45 – Civil Liability

45.01 If an action or proceeding is brought against any employee or former employee covered by this Agreement for an alleged tort committed by him/her in the performance of his/her duties, then:

(a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him/her shall advise the Government through the Deputy Head of his/her Department of any such notification or legal process;

(b) The Government shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees;

(c) The Government shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Government through the Deputy Head before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute a gross disregard or neglect of his/her duty as an employee;

(d) Upon the employee notifying the Government in accordance with paragraph (a) above, the Government and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Government shall unilaterally appoint counsel. The Government accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

ARTICLE 46 - Harassment

46.01 The Employer is committed to promoting a work environment, which is free from sexual and personal harassment. The Union and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment. The Employer will not tolerate sexual and personal harassment in the workplace.

46.02 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, language, political affiliation, marital status and conviction for which a pardon has been granted, or any other grounds proscribed by applicable legislation, by reason of membership or activity in the Union, nor by exercising their rights under the Collective Agreement.

46.03 (a) Sexual harassment is any unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job related consequences for the victim of the harassment and includes, but is not limited to, verbal abuse, unwelcome remarks, jokes and innuendoes about one's body or attire, displaying of pornographic pictures, practical jokes which cause awkwardness or embarrassment, unwelcome invitations or requests, leering, unnecessary physical contact such as touching, patting or pinching, physical assault, or any contact that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.

(b) Personal Harassment is any unwarranted behavior by any person that is directed at and is offensive to an individual or endangers an individual's job, undermines the performance of that job, or threatens the economic livelihood of the individual. Such behavior may take the form of the application of force, threats, verbal abuse, or harassment of a personal nature, which demeans, belittles or causes personal humiliation or embarrassment to recipient(s).

46.04 To prevent harassment and other forms of discrimination in the workplace, the Employer shall ensure that policies are in place which address:

- the prevention of abuse of staff;
- appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
- the incident is investigated and if warranted, plans developed to lessen the likelihood of further abusive behavior;
- the rights of both the complainant and the person(s) against whom the complaint has been lodged; and
- confidentiality of information.

46.05 A grievance under this Article may be initiated at any step of the grievance procedure. Grievances under this Article will be handled with all confidentiality and dispatch.

ARTICLE 47 – Resignation

47.01 A term employee may, within forty-eight (48) hours of resigning, withdraw the resignation. The Employer will not process a resignation until this period has elapsed.

47.02 An indeterminate employee may, within three (3) working days of resigning (not including the day of resignation) withdraw the resignation. The Employer will not process a resignation until this period has elapsed.

ARTICLE 48 – Violence in the Workplace

48.01 The Employer and the Union recognize that every employee has a right to freedom from violence in the workplace. Violence means an actual or threatened physical or verbal attack.

48.02 When an employee has suffered violence in the workplace, the Employer will immediately investigate the situation in accordance with the steps outlined in the Safety and Health Provisions of this Collective Agreement, the *Safety Act* and any other relevant jurisdictional policies and procedures.

48.03 The Employer will keep the appropriate Union representatives informed of ongoing developments for each situation under investigation.

ARTICLE 49 – Job Sharing

49.01 Job sharing is a voluntary arrangement between the Employer and two employees, by which two employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends in the position for separate periods of time.

49.02 At the request of two (2) indeterminate employees, the Employer may agree to allow them to share the hours of a full time position. There must be no increase in cost to the Employer and no decrease in productivity.

(a) The employees will establish the rotation whereby one employee covers the position at all times except when one or both employees are on approved leave.

(b) The breaks between each period of job share service shall not interrupt the accumulation of "continuous employment" and "continuous service" with the Employer.

(c) The Employer will not unilaterally change the established rotation. However, the established rotation may be changed by mutual agreement to address temporary situations where one of the job share employees is absent from work.

(d) The provisions for part time employees will apply to each of the job share employees, such that all benefits are prorated except medical transportation assistance, dental and other medical insurance plans. These benefits are not to be prorated and the Employer will continue to pay the full Employer's share.

(e) The job share may be terminated at any time by either employee or the Employer with reasonable notice.

(f) Where one of the employees wishes to terminate the job share, that employee must give one month's notice of resignation from the Public Service.

(g) If one of the employees terminates participation, there shall be a one-month period in which to find a replacement before the job share arrangement is terminated. The Employer will consider any suitable replacement employees suggested by the remaining employee. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full-time indeterminate position, with the remaining employee having the option to assume that position full time.

ARTICLE 50 – Professional Qualifications

50.01 Where an employee's job description requires the employee to obtain and/or maintain a professional designation, the Employer shall reimburse the employee, upon proof of payment, for any dues and/or fees required for that designation.

ARTICLE 51 – Casual Employment

51.01 The Employer may hire casual employees for a period not to exceed four (4) months of continuous employment in any particular division or department.

Where the Employer anticipates the period of temporary employment to be in excess of four (4) months, the employee shall be appointed on a term basis and shall be entitled to all provisions of the Collective Agreement from the first day of his/her employment.

51.02 The Employer shall ensure that a series of casual employees will not be employed in lieu of establishing a full-time position or filling a vacant position.

The Employer shall consult with the Union before a former casual employee is rehired in a particular division if that former casual employee had worked in that division as a casual employee performing the same duties at any time within the 30 working days immediately preceding the date of rehire.

51.03 A casual employee shall be entitled to the provisions of this Collective Agreement except as follows:

(a) Clause 2.01(e) "Continuous Employment" in respect of a casual employee shall include any period of employment with the Government of Nunavut which has not been broken by more than twenty (20) working days. Provided always that

there will be no systematic release and rehire of casuals into the same positions primarily as a means of avoiding the creation of indeterminate employment or paying wages and benefits associated therewith.

(b) The following Articles and Clauses contained in this Collective Agreement do not apply to casual employees:

(i) Article 18 - Entire Article except Clause 18.07.

(ii) Article 20 - Sick Leave Clauses 20.09 and 20.10.

(iii) Article 21 - Other Types of Leave - Clauses 21.04 and 21.06(d) through (k)

(iv) Article 31 - Lay-off.

(v) Article 37 – Superannuation and Benefits.

(vi) Article 33 - Employee Performance Review and Employee Files.

(vii) Article 44 - Entire Article.

(viii) Article 39 – clause 39.03

(c) The following Article in the Collective Agreement shall apply as follows:

(i) Article 15 - Designated Paid Holidays shall apply to a casual employee after fifteen (15) calendar days of continuous employment.

51.04 A casual employee shall upon commencement of employment be notified of the anticipated termination of his/her employment, and shall be provided a one (1) day notice of lay-off for each week of continuous employment to a maximum of ten (10) days notice.

51.05 Casual employees are entitled to be paid on a bi-weekly basis for services rendered at the appropriate pay range of the Casual Step set out in Appendix B.

ARTICLE 52 - Term Employees

52.01 The Employer may hire term employees for a fixed period in excess of four (4) months. Term employees shall only be hired:

(a) as leave replacements;

(b) in relation to programs of a fixed duration or without on-going funding;

(c) in relation to, or in support of, training;

(d) where no indeterminate employee is available to fill a vacant indeterminate position; and

(e) in unusual circumstances.

52.02 **If a term employee is hired under clause 52.01 (d) or 52.01 (e) the Employer shall advise the Union of the circumstances.**

52.03 The Employer shall ensure that a series of term employees will not be employed in lieu of establishing a full-time position or filling a vacant position, except pursuant to clause 52.01(d).

52.04 Term employees shall not be entitled to be benefits of clauses 21.04(b) through (d), 21.06(d) through (k) and 39.03.

ARTICLE 53 – Reopener of Agreement and Mutual Discussions

53.01 This Agreement may be amended by mutual consent.

Mutual Discussions

53.02 The Employer and the Union acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

ARTICLE 54 - Duration and Renewal

54.01 The term of this Agreement shall be from October 1, 2006 until September 30, 2010. The pay schedules contained in Appendix B take effect on the dates specified. All other provisions of this Agreement take effect on the date of signing of this Agreement, June 17, 2008, unless another date is expressly set out.

54.02 Notwithstanding the preceding, the provisions of this Agreement, including the provisions for the adjustments of disputes in Article 35, shall remain in effect during the negotiations for its renewal.

54.03 Ether party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.

54.04 Where notice to commence collective bargaining has been given, the Employer shall not without the Union's consent, increase or decrease salaries, or alter any other term or condition of employment of employees in the Bargaining Unit which was in force on the

day on which the notice to bargain was given and while negotiations for its renewal are ongoing.

SIGNED IN IQALUIT, NUNAVUT THIS 17th DAY OF JUNE, 2008

For the Government of Nunavut

The Honourable Levi Barnabas
MINISTER RESPONSIBLE FOR
THE PUBLIC SERVICE ACT

Koovian Flanagan
Deputy Minister, Human Resources
Government of Nunavut

Louise Wasson

Jan Riddell

Doug Strader

Roxanne Stuckless

Diane Moebis

Doug Garson

Glenn Tait
Negotiator
Government of Nunavut

For the Nunavut Employees Union

Douglas M. Workman
PRESIDENT
NUNAVUT EMPLOYEES UNION

Jean-François Des Lauriers
Regional Executive Vice-President – North
Public Service Alliance of Canada

John Vander Velde

Mary Ellen MacLean

Abraham Qammaniq

Lori Morina

Brian Boutilier

Mike McNamara
Negotiator
Public Service Alliance of Canada

MEMORANDUM OF AGREEMENT (1)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

The Government of Nunavut agrees to provide, as an employee benefit, a group insurance policy, which provides its employees with an indemnity for accidental death and dismemberment.

ELIGIBILITY:

All persons employed in the Public Service of Nunavut are eligible to receive this benefit.

ENTITLEMENTS:

Effective date of signing, the policy provides a principal sum of one hundred twenty five thousand dollars ($125,000).

Effective April 1, 2006, the policy provides a principal sum of one hundred seventy five thousand dollars ($175,000).

In the event that any of the following losses are sustained solely through accidental means, the following benefits will be paid, provided that the loss occurs within three hundred and sixty-five days after the date of the accident.

Life	100 percent
Both Hands	100 percent
Both Feet	100 percent
Entire Sight of Both Eyes	100 percent
Speech and Hearing	100 percent
Quadriplegia	100 percent
One Hand and One Foot	100 percent
One Hand and Entire Sight of One Eye	100 percent
One Foot and Entire Sight of One Eye	100 percent
Paraplegia	75 percent
One Arm	75 percent
One Leg	75 percent
Speech or Hearing	50 percent
Hemiplegia	50 percent
One Hand	50 percent
One Foot	50 percent
Entire Sight of One Eye	50 percent
Thumb and Index Finger	25 percent

PREMIUMS:

This benefit is provided at no cost to employees.

CONDITIONS:

"Loss" as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or knee joint; as used with reference to thumb and index finger means complete severance through or above the first phalange; as used with reference to eye means the irrecoverable loss of the entire sight thereof; as used with reference to speech means complete and irrevocable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrevocable loss of hearing in both ears; and as used with reference to quadriplegia, paraplegia and hemiplegia means complete and irreversible paralysis of such limbs. Indemnity provided under this policy will not be paid under any circumstances, for more than one of the losses, the greatest, sustained by any one employee as the result of any one accident.

This benefit will apply to injury sustained by an employee anywhere in the world while on the business of the Employer and during the course of any bona fide trip made by the employee including incidental personal travel connected therewith. Such trip shall be deemed to have commenced when the employee leaves his/her residence or place of regular employment for the purpose of going on such trip, whichever last occurs, and shall continue until such time as he/she returns to his/her residence or place of regular employment, whichever first occurs.

The term "while on the business of the Employer" as used herein means while on assignment by or at the direction of the Employer for the purpose of furthering the business of the Employer. Injury sustained during the course of every day travel to and from work and bona fide leaves of absence or vacation shall not be deemed to be sustained while on the business of the Employer.

Where an employee proceeding on duty travel wishes to act as pilot or a crew member, either while flying his/her own aircraft or a "dry" charter, certain approvals must be obtained <u>prior</u> to the flight in order to ensure coverage for the employee under this policy.

The employee must submit a request to the Deputy Head. If approved, the employee must then submit an application (Pilot's Report) to the Insurer through the Insurance Analyst, Department of Finance. If the Insurer accepts the application, the employee's name will be added to the policy for coverage and the employee will be covered for all future flights. However, it will still be necessary on future flights to obtain the Deputy Head's approval before using a privately owned aircraft for duty travel.

The above stated indemnities do not apply to any loss, fatal or non-fatal, caused or contributed to by:

(a) suicide or self-destruction, or any attempt thereat, while sane or insane;

(b) declared or undeclared war or any act thereof;

(c) service in the armed forces of any country.

The indemnities set forth in this policy are in addition to any other benefits which may be payable by the Nunavut Government or by any insurance plan or scheme in which the Government participates with the employees.

ADMINISTRATION

When a loss occurs, claim forms may be obtained from the Compensation and Benefits Division of the Department of Finance. Completed claim forms will be submitted to the Insurer who will assess the claim.

In paying any claim, the Insurer will issue a cheque directly to the employee or to the employee's estate.

MEMORANDUM OF UNDERSTANDING (2)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

The parties agree as follows:

1. Any public servant who is recruited prior to June 1, 2001 from the Public Service of Canada will receive credits for all sick leave and special leave credits earned but not taken by him/her prior to joining the Public Service.

3. For any employee who was an employee at the Stanton Regional Hospital on April 1, 1979, continuous service and continuous employment includes prior service at the Stanton Regional Hospital.

4. Continuous service and continuous employment includes:

   (a) prior service in the Public Service of the Government of Canada providing an employee was recruited or transferred from the Public Service prior to June 20, 1972;

   (b) prior service with municipalities and hamlets of the Northwest Territories providing that the employee was recruited or transferred within three (3) months of terminating his/her previous employment and providing the person was an employee of the Public Service as of April 1, 1999.

MEMORANDUM OF UNDERSTANDING (3)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

WHEREAS the GN and the NEU share an ongoing commitment to incorporate Inuit Qaujimajatuqangit into the work environment of the public service and into the delivery of government programs and services to the people of Nunavut.

AND WHEREAS, to achieve these goals, the GN has established Tuttarviit, a council of Elders, to provide the GN with advice on matters relating to Inuit Qaujimajatuqangit.

NOW THEREFORE THE PARTIES AGREE THAT:

1. All proposals, such as those concerning expanded eligibility for special leave and cultural/harvesting leave, that are intended to further incorporate Inuit Qaujimajatuqangit into the Collective Agreement shall be submitted to the Tuttarviit council for review.

2. The GN and the NEU shall, in good faith, consider the implementation of any recommendations from the council that may result from such a review.

MEMORANDUM OF UNDERSTANDING (4)
BETWEEN
THE GOVERNMENT OF NUNAVUT (GN)
AND
THE NUNAVUT EMPLOYEES UNION (NEU)

The parties agree as follows:

1. Job sharing is a voluntary arrangement between the Employer and two employees of Government hospitals and health care facilities, by which two employees agree to share the responsibilities and tasks of a full-time job in such a manner that each attends in the position for separate period of time.

2. The terms and conditions governing job share arrangements will be as agreed to by the Union and the Employer.

3. The terms and conditions of job sharing arrangements agreed to by the parties form part of the Collective Agreement.

4. The terms and conditions of the Collective Agreement apply to the employees participating in a job sharing arrangement except as modified in this Memorandum.

COLLECTIVE AGREEMENT

2. **DEFINITIONS.** Add:

(a) "Job Share Employee Extended": An indeterminate employee who has entered into a voluntary arrangement in which two employees share one full-time indeterminate job in such a manner that each attends in the position for separate extended periods of time of three months or more. Such employees shall be treated for the purpose of receipt of benefits as seasonal employees.

(b) **"**Job Share Employee Part-time". An indeterminate employee who has entered into a voluntary arrangement in which two employees share a full-time indeterminate job in such a manner that each attends in the position in any form of rotation of up to two weeks on and two weeks off; such employees shall be treated for the purpose of receipt of benefits as part-time employees.

(c) The breaks between each period of job share service shall not interrupt the accumulation of "Continuous Employment" and "Continuous Service" with the Government of Nunavut.

18. **ANNUAL LEAVE**

(a) In lieu of annual leave a "job share employee extended" shall be entitled to vacation pay at 6%, 8%, 10% or 12% of his/her earnings in accordance with accumulated length of service every pay period.

(b) "Job share employee part-time" shall earn vacation leave in accordance with hours worked.

30. **SEVERANCE PAY**

Subject to 30.06, job share employees shall be entitled to severance pay after completion of four (4) years accumulated continuous service. One (1) year service is one thousand nine hundred fifty (1950) regular hours of active work including authorized leave.

39. **NUNAVUT NORTHERN ALLOWANCE**

Pro-rate

40. **RELOCATION**

Job share employees shall be entitled to Article 40 of the Collective Agreement except that where an employee receives assistance to return to the point of hire and back to the community of employment after each rotation the following will apply:

(a) No ultimate removal or removal on initial appointment will be provided. However, transportation costs including meals and interim lodging en route plus cost for shipment of five hundred pounds (500 lbs.) of luggage for the employee and each dependant will be provided for each rotation.

(b) For the purpose of this clause only, a rotation is considered to be the move to the place of employment and the move from the place of employment before and after each period of job share service.

40.12 **FOOD PURCHASING**

This benefit shall be pro-rated for each employee in accordance with the period of job sharing.

Group 5 provisions

20 **CLINICAL PREPARATION**

Add job share employee.

23 **ANNUAL SPECIAL ALLOWANCE**

Shall be pro-rated in accordance with the hours worked including authorized leave.

NEW CLAUSES

SCHEDULING:

(a) Each "job share employee extended" will have a rotation of not less than three months and not more than six months.

The employees will determine the desired rotation to be mutually agreed upon, with one employee covering this position at all times. The rotation will be scheduled to allow for adequate change over. The change over shall be for a period of no greater than one (1) week.

The established rotation will not be unilaterally imposed or changed by the Employer.

(b) Each "job share employee part-time" will have his/her rotation posted in accordance with paragraph 6 in Group 5, Shift Schedules.

TERMINATION:

If an employee is unable to report to duty for his/her rotation for whatever reason it shall be the responsibility of the other employee to cover for a maximum of one month.

The Employer shall find a replacement for the remainder of the rotation. If an employee misses a second consecutive rotation the employee is deemed to have terminated participation in the job share arrangement.

If one of the employees terminates participation, there shall be a one-month period in which to find a replacement before the job share arrangement is terminated. During this period the Employer shall make reasonable efforts to fill the vacant rotation. The Employer will consider any suitable replacement employees recommended by the remaining employee. Failing this the job share arrangement is deemed to be terminated and the shared position must revert to a full-time indeterminate position, with the remaining employee having the option to assume the position full-time.

An employee who wishes to terminate participation must give one (1) month notice of resignation from the Public Service.

MEMORANDUM OF UNDERSTANDING (5)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

The parties agree as follows:

All employees who are employed as of June 1, 2001 shall have the option of choosing either Article 40 or the provisions of Article 42 of the 1998 – 2000 collective agreement between the Government of the NWT and the Union of Northern Workers upon termination of their employment.

MEMORANDUM OF UNDERSTANDING (6)
BETWEEN
THE GOVERNMENT OF NUNAVUT (GN)
AND
THE NUNAVUT EMPLOYEES UNION (NEU)

The parties agree that during the term of this Collective Agreement, a joint Union/Employer Committee shall be established to develop and reach agreement on policies and procedures with respect to the prevention of violence to employees, the management of violent situations and the provision of counseling and support to employees.

MEMORANDUM OF UNDERSTANDING (7)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

The parties agree to jointly develop, through the assistance of a third party, a training plan for managers, employees, Union representatives and investigators on the prevention of workplace harassment and resolution of complaints. Training will occur in each regional centre at least once in the fiscal year 2004/05 and at least once in 2005/06. The Employer agrees to commit at least $100,000 for fiscal year 2004/05 and $100,000 for fiscal year 2005/06 for the cost of this joint training.

A new Workplace Conflict Resolution Policy will be adopted by the Employer. The Employer and the Union will meet to discuss a regular review process for the policy, which ensures that the Union's input is taken into consideration prior to its implementation.

MEMORANDUM OF UNDERSTANDING (8)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

The parties agree that from the date of signing of the Collective Agreement until the expiry of the Collective Agreement, the following terms will apply:

1. **The Annual Special Allowance rates payable as set out in Group 5 paragraph 23 shall be increased as follows:**

   (a) **The Annual Special Allowance in paragraph 23(a) shall increase to $19,500;**

   (b) **The Annual Special Allowance in paragraph 23(b) shall increase to $16,350;**

   (c) **The Annual Special Allowance in paragraph 23(c) shall increase to $14,250;**

   (d) **The Annual Special Allowance in paragraph 23(d) shall increase to $11,625.**

   (e) **All Nurses who provide primary, secondary, acute care and/or emergency services to patients; and who are employed under Group 5 and the Memorandum of Understanding dated November 17, 2004 and who do not receive an Annual Special Allowance under Group 5 paragraph 23; shall receive an Annual Allowance of $9,000.**

   (f) **For greater certainty, any Nurse entitled to an Annual Allowance under this paragraph shall be awarded a portion of the Annual Allowance prorated for each day worked. This prorated benefit shall be paid in each pay period.**

2. **All indeterminate Nurses who are employed under Group 5; who provide primary, secondary, acute care and/or emergency services to patients; who commence employment with the GN after the date of signing of the Collective Agreement; and who have not received from the GN any Signing Bonus or Temporary Labour Market Supplement, or any payments under paragraph 4 of this Memorandum of Understanding shall receive:**

   (a) **$5,000 upon commencement of employment;**

   (b) **an additional $5,000 upon completion of eighteen (18) months of continuous service; and**

(c) an additional $10,000 upon completion of thirty (30) months of continuous service.

3. All indeterminate Nurses who are employed under Group 5; who provide primary, secondary, acute care and/or emergency services to patients and who:

(a) are employed as of the date of signing of this Collective Agreement; and

(b) have not received from the GN any Signing Bonus or Temporary Labour Market Supplement,

shall receive:

(a) $10,000 upon completion of thirty (30) months of continuous service; and

(b) An additional $10,000 upon completion of thirty six (36) months of continuous service.

4. All indeterminate Nurses who are employed under Group 5 as at the date of ratification of this Collective Agreement; who provide primary, secondary, acute care and/or emergency services to patients; and who have received from the GN any Signing Bonus or Temporary Labour Market Supplement, but who have not received any payments under paragraphs 3 or 4 of this Memorandum of Understanding shall receive:

(a) $5,000 within thirty (30) days of the date of signing of this Collective Agreement;

(b) an additional $5,000 on the first pay period in December, 2008 and

(c) an additional $10,000 on the first pay period in May, 2009.

5. All Nurses who are employed under Group 5 and who provide primary, secondary, acute care and/or emergency services to patients shall receive an Allowance as follows:

(a) For each month of continuous service until the month in which the anniversary of the fifth (5th) year of continuous service is completed - $375 per month;

(b) For each month of continuous service commencing in the month after completion of five (5) years of continuous service and ending in the month that ten (10) years of continuous service are completed - $400 per month;

(c) For each month of continuous service commencing in the month after completion of ten (10) years of continuous service and ending in the month that fifteen (15) years of continuous service are completed - $450 per month;

(d) For each month of continuous service commencing in the month after completion of fifteen (15) years of continuous service and ending in the month that twenty (20) years of continuous service are completed - $500 per month;

and

(e) For each month of continuous service commencing in the month after completion of twenty (20) years of continuous service - $550 per month.

6. In lieu of receiving benefits under Article 24.12 of the Collective Agreement, Nurses who are employed under Group 5; who provide primary, secondary, acute care and/or emergency services to patients; and who are designated by the GN to act as Nurse Mentors to new Nurses, to assist in the skills development of new Nurses and the integration of new Nurses into the GN nursing workforce; shall be paid a Mentorship Allowance of $500 per month. Before being designated, a Nurse Mentor must complete a written mentorship plan, which must be approved by the GN.

7. The Allowances payable under paragraphs 1, 2, 5 and 6 shall not be paid for periods when a Nurse is on leave of absence without pay, or on suspension.

8. This Memorandum of Understanding shall remain in effect for the duration of this Collective Agreement.

MEMORANDUM OF UNDERSTANDING (9)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

The GN and the NEU agree that during the life of this Collective Agreement the GN and the NEU will each designate three persons to serve on a joint Employer-Union Committee to review the Nunavut Northern Allowance.

The Committee will select an independent resource person, with experience and familiarity with rural and remote community allowances. This resource person shall prepare a report on the Nunavut Northern Allowance, in accordance with directions provided by the Committee. That report shall include recommendations for a Nunavut Northern Allowance formula.

This report shall be provided to the GN and the Union, not later than March 31, 2009. The Union and the GN shall consider implementing the recommendations of the report in the Collective Agreement between the Union and the GN commencing October 1, 2009.

MEMORANDUM OF UNDERSTANDING (10)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

The GN and the NEU agree that the GN and the NEU will each designate two (2) persons to serve on a joint Employer-Union Committee to review the shift schedule provisions of Group 2 – Correctional and Youth Officers for each correctional facility.

This committee will be supplemented by one (1) Group 2 employee from each of the four (4) correctional facilities.

For each correctional facility, this committee, together with the one (1) employee from that correctional facility, shall attempt to agree on changes to the shift schedule provisions of Group 2 which will apply to that correctional facility.

For each correctional facility, these discussions shall take place within twelve (12) months of the date of ratification of the October 1, 2006 to September 30, 2010 Collective Agreement.

In the event that the Committee for any correctional facility is unable to agree upon changes to the shift schedule provisions of Group 2 which will apply to that correctional facility, the GN and the NEU agree that Colin Taylor shall act as a mediator/arbitrator with respect to this issue. Colin Taylor shall attempt to mediate an agreement with respect to the changes to the shift schedule provisions of Group 2 which shall apply to that correctional facility.

If Colin Taylor is not able to mediate an agreement, Colin Taylor shall then arbitrate the issue, and shall provide an award which shall set out the shift schedule provisions of Group 2 which shall apply to that correctional facility. That award shall replace the shift schedule provisions of Group 2 in this Collective Agreement for that correctional facility.

Colin Taylor shall issue any awards under this Memorandum not later than March 31, 2010.

MEMORANDUM OF UNDERSTANDING (11)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

Employer-Union Committee to review the provisions of paragraph 2 of Group 6 – School Year Employees for the Qikiqtani, Kivalliq and Kitikmeot regions of Nunavut.

Within twelve (12) months of the date of ratification of the October 1, 2006 to September 30, 2010 Collective Agreement, this committee shall attempt to agree on changes to the provisions of paragraph 2 of Group 6.

In the event that the Committee is unable to agree upon changes to the provisions of paragraph 2 of Group 6, the GN and the NEU agree that Colin Taylor shall act as a mediator/arbitrator with respect to this issue. Colin Taylor shall attempt to mediate an agreement with respect to the changes to the provisions of paragraph 2 of Group 6.

If Colin Taylor is not able to mediate an agreement, Colin Taylor shall then arbitrate the issue, and shall provide an award which shall set out the provisions of paragraph 2 of Group 6. That award shall replace the provisions of paragraph 2 of Group 6 in this Collective Agreement.

Colin Taylor shall issue any award under this Memorandum not later than March 31, 2010.

MEMORANDUM OF UNDERSTANDING (12)

BETWEEN

THE GOVERNMENT OF NUNAVUT (GN)

AND

THE NUNAVUT EMPLOYEES UNION (NEU)

The Employer and the Union agree that it is mutually beneficial to provide a compensation payment which encourages employees to remain with the Employer.

All employees (except for Nurses to whom Memorandum of Understanding #8 applies) who are on staff as of December 1 each year, and who have a minimum of three (3) years continuous service will receive an annual Continuous Service Bonus according to the following schedule. The Continuous Service Bonus will be paid on the first pay period of December in each year.

Continuous Service	Annual Payment
3, 4 or 5 years of continuous service	$1,000
6, 7, 8, 9 or 10 years of continuous service	$2,000
11, 12, 13, 14 or 15 years of continuous service	$3,000
16, 17, 18, 19 or 20 years of continuous service	$4,000
21 or more years of continuous service	$5,000

Group 1
Conservation Officers

1. In order to meet the operational requirements, **Conservation Officers** engaged in field and patrol operations may not always be able to work the normal work week of five (5) work days followed by two (2) days of rest, and may sometimes be required to work in excess of five (5) consecutive days in one week. Because of this, **Conservation Officers** are allowed flexibility in scheduling their work week on an irregular basis to meet operational requirements.

2. As a means of compensating **Conservation Officers** for any extra days worked as a result of their irregular work schedule, the Employer agrees that where a **Conservation Officer** works in excess of the normal work days in a month, he/she shall be entitled to a compensatory day off with pay for each extra day worked.

3. These compensatory days must be taken at a time mutually agreeable to both the employee and the Employer, and they must be used in the same fiscal year in which they are earned.

4. At the end of the fiscal year, those accumulated days which the employee has been unable to use will be liquidated in cash, at the normal daily rate of pay, up to a maximum of fifteen (15) days. If the employee has accumulated more than fifteen (15) days, those days in excess of fifteen (15) lapse. Under no circumstances will an employee be paid out for more than fifteen (15) days at the end of the fiscal year and there shall be no carry over of those days from one fiscal year to the next.

Group 2
Correctional and Youth Officers

1. (a) Article 15 and clauses 22.02, 22.03(a), 22.03(b) and 22.04 do not apply to Correctional Officers.

   (b) Article 15 and clauses 22.02, 22.03(a), 22.03(b) and 22.04 do not apply to Youth Officers.

2. **Designated Paid Holidays**

   The parties recognize that the shift schedule provided for in 3 provides time off work in place of Article 15 entitlement to Designated Paid Holidays.

3. **Work Hours and Work Schedule**

   The Employer shall set up a master shift work schedule and post it one (1) calendar month in advance. This schedule will cover the normal shift requirements of the work area.

   (a) **Hours of Work - Correctional Officers**

   The hours of duty for Corrections Officers I and II shall be scheduled so that the employees work a shift rotation based on seven (7) regular days "on", three (3) regular days "off"" and seven (7) regular days "on", four (4) regular days "off".

   The weekly scheduled hours of work of Corrections Officers shall be 37.5 hours.

   The hourly rates of pay of Corrections Officers will be based on the above.

   Notwithstanding the above, Corrections Officers shall on daily basis, work eight (8) hours inclusive of a paid meal period of one-half (1/2) hour and, on a weekly basis, work forty (40) hours inclusive of paid meal periods.

   (b) **Youth Officers**

   The hours of duty for Youth Officers shall be scheduled so that the employees:

   (i) work a shift rotation based on seven (7) regular days "on", three (3) regular days "off" and seven (7) regular days "on", four (4) regular days "off";

   (ii) on a daily basis, work eight (8) hours inclusive of a paid meal period of one half (1/2) hour; and

(iii) obtain no less than two (2) consecutive days of rest following each four (4) day work period.

4. **Schedule Shifts**

Every officer shall be assigned to a shift in accordance with the operational requirements of the service; the Employer shall make every reasonable effort to schedule shifts so that employees rotate between shifts on an equitable basis.

5. **Shift Rotation**

The shift rotation may be changed for a particular facility through mutual agreement between the employees and the Employer if the majority (50% + 1) of employees are in agreement, provided that the annual hours of work do not exceed 1950 hours.

6. **Shift Change**

The Employer will permit mutual shift exchanges subject to the following requirements:

(a) There shall be no financial penalty to the Employer; and

(b) Both employees must signify their mutual agreement by notifying the Employer not less than forty-eight (48) hours in advance of each requested change; and

(c) The shift exchange is fully completed within the same two (2) week pay period; and

(d) No employee is required to work in excess of eight (8) hours in any one day; and

(e) No employee shall work in excess of twelve (12) consecutive hours.

7. **Meals**

The Employer agrees to provide a hot meal to employees working on the shift between 0800 and 1600 daily and to provide food for other employees to prepare their own meals on the remaining two (2) shifts daily. The specified meal period will be scheduled as close to the midpoint of the shift as possible.

During this meal period the officers may be away from their place of duty, but not off the premises, providing at least three (3) Correctional Officers, one being the Control Officer, or two Youth Officers, one being the Shift Supervisor, whichever is appropriate, remain on duty at all times. This latter requirement will not apply to the midnight to morning shift.

8. **Work Assignment(s) Outside Facilities**

Corrections and Youth Officers assigned outside of the facility to which he or she is normally assigned to field operations where regular eight (8) hour shifts have not been scheduled, shall receive, in addition to their regular pay, pay for six (6) additional hours at the rate of time and one-half (1 1/2) for each twenty-four (24) hour period of such assignments.

9. **Dry-cleaning Allowance**

Employees who are issued uniforms that require dry-cleaning shall be paid an allowance of $125.00. An employee will receive this allowance on initial appointment and after every twelve (12) months of employment.

10. **Corrections Nurse - Hours of Work**

The normal hours of work of the Corrections Nurse shall be thirty-seven and one-half (37 ½) hours per week.

11. **Training Program**

The Employer will provide all new indeterminate, term or part-time employees with less than one year of experience in the field a training program of at least ten (10) days, consisting of classroom and on-the-job training before being required to function independently as a Correctional or Youth Officer.

12. **Casual Employees**

Except in the case of emergencies, casual employees will be required to take the training set out in paragraph 11.

13. **Hours of Work/Annual Rates of Pay**

In order to compensate for the reduced work week as specified in paragraph 3 above, Corrections Officers will earn periodic days off as follows:

(a) one (1) day off with pay following each fifteen (15) days worked, for a total of sixteen (16) days;

(b) Each fiscal year employees will be granted periodic days off in blocks of either seven (7) or four (4) days according to the request of the employee. To ensure that all periodic days are used before the end of the fiscal year, any remaining days of less than four (4) days shall be permitted. It is understood that when taking blocks of seven (7) days, it will be an entire shift of seven (7) consecutive days.

(c) When more than one (1) employee requests time off with pay for these purposes and for operational reasons not all employees are granted the leave, length of service with the Employer shall be the sole deciding factor.

(d) When one employee(s) applies for annual leave and another employee(s) applies for periodic days off, the request of the employee applying for annual leave shall receive first preference.

(e) Subject to operational requirements, the Employer agrees that except as provided above nothing will prohibit an employee from requesting and receiving a period of leave with pay comprising any combination of annual leave and/or lieu time and/or periodic days.

(f) In order that a block of periodic leave be approved employees should make the request thirty (30) days in advance. Periods of one (1) day will require forty-eight (48) hours of notice.

(g) Periodic days off which have been earned but not used shall be paid out at the end of each fiscal year at the straight time rate. In addition, employees who have applied for and have been denied a period of periodic leave requested, shall be compensated in accordance with Article 23 of the Collective Agreement, except for a denial caused by the application of (c) and/or (d).

(h) When an employee is required to work on his periodic day off, he or she shall receive his or her regular pay plus overtime compensation in accordance with Article 23 of the Collective Agreement, these days shall be counted in the calculation of determining the second and subsequent days of rest.

(i) Periodic days off shall be pro-rated based on the number of days worked in proportion to fifteen (15) or thirty-one (31) as the case may be. These days off, including fractional entitlements calculated as a minimum of one (1) hour, shall be paid out in cash upon termination of employment.

(j) Corrections Officers while assigned day positions will not earn periodic day credits.

(k) Casual employees will not earn periodic days but will receive overtime payment for hours in excess or outside of the regularly scheduled hours of work, and hours in excess of 37.50 hours per week.

14. **Discretionary Leave**

Correctional and Youth Officers who are regularly scheduled to work the majority of hours outside of the hours 0800 to 1700, and who is normally required to be on standby at least ten (10) days per month, may use four (4) days of his or her special leave credits each year at his or her discretion on adequate notice to his or her supervisor.

(a) Unless a shorter period of time is approved by the Employer, the use of discretionary leave will only be permitted when forty-eight (48) hours notice is provided by the employee.

(b) Unless otherwise approved by the Employer, only one employee per shift, per squad, will be permitted to use discretionary leave at any one time.

(c) Except for the reasons specified in (a) and (b) above, discretionary leave be granted when requested by the employee.

(d) With the approval of the Employer, in extenuating circumstances where an employee feels that he/she is unable to effectively continue to work due to an adverse situation occurring during working hours, the employee will receive leave with pay for the remainder of that shift. Said leave shall not be charged against any leave credits.

15. Youth Officers will not be required to wear uniforms but the Employer may make reasonable rules with respect to dress. Before implementing new or revised rules the Employer will consult with the Union.

Group 3
Nunavut Arctic College - College Educators

General

1. For the purposes of this Agreement, College Educators are defined as Instructors, **Intern Instructors, Senior Instructors,** Term Instructors and Community Adult Educators.

2. For the purposes of this Agreement, Campus Director refers to the senior manager responsible to the President of Nunavut Arctic College for the operations of a particular campus.

(a) The College instructional year will be two hundred (200) working days. The Employer shall make every reasonable effort to schedule the working days between September 1 and August 15. A working day consists of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday. No College Educator will be required to work two consecutive instructional years, which include a period between June 30 and August 15.

(b) In the event that a **College Educator**, in delivering a course is required to deliver the course "on the land", the instructors work will be defined as 37.5 hours. If the course runs over a weekend, then the **College Educator** will be entitled to the normal overtime pay as defined in Article 23.

(c) **College Educators** who are required by the Employer to work in excess of the instructional year shall receive overtime in accordance with Article 23.

(d) Annual salary is calculated on the basis of an instructor working two hundred (200) days per instructional year.

(e) Class contact hours for **College Educators** shall not exceed 900 hours in any instructional year. One contact hour shall be one hour of lecture, seminar, shop, laboratory work, tutorial or group remedial session.

(f) **College Educators** will have a minimum of five (5) days without class contact between **semesters; however, College Educators who teach in programs which are taught in modular delivery will have a minimum of three (3) days without class contact between courses.**

(g) **College Educators** shall be granted leave with pay for the work days between Boxing Day and New Year's Day with no charge against leave credits.

3. The following clauses of Article 18 do not apply.

18.01
18.02(a) (v) (c)
18.04

(a) **College Educators** shall have a total of forty-six (46) days of annual leave. **College Educators** hired on other than indeterminate status shall earn their annual leave entitlement on a prorated basis.

(b) Where in any year an employee has not been granted all of the annual leave credited to him/her, the unused portion of his/her annual leave up to **one year's entitlement** shall be carried over into the following year. Earned but unused annual leave credits in excess of **one year's entitlement** shall be paid in cash at the employee's daily rate of pay on March 31.

4. Senior Instructors

Instructors who are assigned to supervise the work of other instructors, or have been assigned duties to coordinate the work of their instructors, in addition to performing instructional duties in their area of specialty, will be paid a senior instruction's allowance of $2,100.00 per academic year. Payment of the Senior Instructor's allowance will end when that instructor ceases to act as a Senior Instructor, and will be paid on a prorated basis.

5. Appointment

College Educators who do not have the approved course work in adult education or its equivalent may be appointed up to Step Four (4). New instructors who satisfactorily complete the required course work in their first year shall have their full experience applied retroactive to their date of hire.

New employees will be assigned to Step 1 (one):

(a) For each full academic year of post-secondary teaching experience they will be given one additional step;

(b) For each full two (2) year period of elementary or secondary teaching or instruction in a Nunavut **youth or adult** offenders facility directly related to the subject, which they instruct, they will be given an additional step;

(c) For the full two (2) year period of work experience directly related to the subject, which they instruct, they will be given one additional step.

6. **College Educator's Training**

(a) College Educators hired as Indeterminate and Term instructors with more than one year of continuous service will:

(i) have completed, or will be required to complete six (6) weeks of full-time course work in Adult Education. These courses could include learning needs analysis, planning instruction, delivery techniques and evaluating learning performance. Equivalent training or demonstrated capability in training can be accepted in lieu of the instructional modules;

(ii) when first hired be required to complete a minimum of one course in Northern Issues in Adult Education or equivalent.

(b) The training qualifications of newly hired Instructors will be assessed, and any further instructional training required will be identified in their job offer.

College in-service training and upgrading courses may be made available through Nunavut Arctic College. In some instances, the President may determine that attendance is mandatory. In the event that the course is made mandatory, costs for such training shall not be taken from the Professional Development Fund.

7. **Professional Development**

Nunavut Arctic College recognizes its obligations to create a workforce representative of the population of Nunavut. Toward this end, Nunavut Arctic College will make every reasonable effort to increase the participation of Land Claims Beneficiaries in professional development programs.

(a) A Professional Development Fund ("PD Fund") shall be maintained to support the professional improvement of eligible College Educators so as to enhance the quality and relevance of education for students in Nunavut.

(b) Eligible College **Educators** shall be entitled to receive funding from the Professional Development Committee ("PD Committee"), with the following restrictions. For the purposes of this section on Professional Development, eligible College **Educators** shall include: Instructors, Senior Instructors, **Intern Instructors,** Adult Educators, Coordinators of Community Based Programs (CTEP), Principal of NTEP, Counselors, Librarians, and Nunavut Research Institute Managers, herein called the "Applicant."

(i) PD Committee Approved PD Leave ("Committee Approved") is restricted to Indeterminate or funded Term Employees who have **more than one year of** continuous service with the College and whose present term of employment will cover the period from the proposal, the actual educational leave, through (and including) the Repayment Period.

(ii) Elective PD Leave ("Elective Leave") is restricted to Indeterminate; three-year base funded Term Employees and academic year appointments and requires the approval of the Applicant's Campus Director.

(c) Without restricting the generality of the term Professional Development, such development shall be determined by individual and group Applicants and may include courses, workshops, seminars, distance education, correspondence courses, part-time courses and/or conferences on curriculum, disciplines and specialties being taught at the College as well as research in non-academic learning environments. PD is for the purpose of improving the Applicant's professional insights, knowledge and teaching skills. Activities, which reflect Inuit Qaujimajatuqangit, are eligible for funding.

8. Professional Development Committee

(a) A PD Committee for Nunavut Arctic College will be maintained consisting of a total of six (6) members. Five (5) PD Committee members shall be Indeterminate and/or three-year base-funded Term eligible College Employees. The sixth member on the PD Committee will be the President or his/her designate (1 member). This person will be an ex-officio member of the committee and will only vote in the case of a tie.

(b) Guidelines for the operations of the PD Committee and for leave application procedures will be developed and maintained by the Committee and are binding on the Applicant.

(c) The College provides a contract that outlines entitlements and obligations for Applicants, which must be signed by the Applicant prior to the commencement of leave.

9. Funding

(a) Funds provided by Nunavut Arctic College for PD activities shall be used for educational purposes.

(b) The funding provided by the College shall represent an amount equal to 3% of the College's full-time instructors' salaries. The College will annually replenish the fund by an amount equal to 3% of full-time instructors' salaries on April 1, of the year of the leave will be taken. This fund is established for **Committee Approved PD.**

(c) In addition, a short-term training fund shall be set up equivalent to $750.00 per year per full-time instructors' salaries, to be administered by the Campus Director. The Campus Directors will report annually to the President of Nunavut Arctic College on the use of short-term monies.

(d) Any funding from sources other than the College shall be administered by the PD Committee and shall not be considered as part of the funding provided in clauses 8(b) or 8(c).

(e) The PD fund will be credited with the proportional rate of return the College earns on its revenue investments.

10. Types of Professional Development Opportunities

(a) Committee Approved Leave can be defined as:
A Program of Study that is greater than $3000.00 and requires considerations such as re-staffing and removal.

(b) Elective Leave can be defined as:
A Program of Study that is less than $3000.00, shorter in duration and does not require re-staffing or removal.

(c) College-Wide PD will be defined as an opportunity for the entire College to learn together and exchange knowledge and skills. The College will provide additional funding (amount to be negotiated) and collaborate with the PD Committee every three years to organize this event. During that year, Elective Funds may be used for this activity as well as funds approved by the PD Committee from the CA Fund.

11. Applicant Obligations

The Applicant must:

Upon completion of Committee Approved PD, work for the College for a period of one year for every year that remuneration was received for Committee Approved PD or one times the length of the leave if it is less than one year, herein called the "Repayment Period."

12. Entitlements for Committee Approved **PD where leave is required:**

The following entitlement shall be granted for PD Leave under Clause 11. The Applicant will receive:

(a) An allowance based on the number of completed years of service by the Applicant:

(i) Seventy percent (70%) of the salary for three (3) years completed service;

(ii) Eighty percent (80%) of the salary for four (4) years completed service;
(iii) Ninety percent (90%) of the salary for five (5) years completed service;
(iv) One hundred percent (100%) of the salary for six (6) years completed service.

(b) Allowable expenses for Professional Development may include, but not be limited to, tuition, books, student fees, return travel and return removal expenses (as per the Collective Agreement) from the place of employment to the location of the Program of Study, honorariums, resources/equipment, and any reasonable associated costs to achieve the goal of the **Learning Activity or Program of Study**. An accommodation allowance of $1000.00 per month where leave is granted for less than a full academic year**, where the Applicant is leaving his/her community for Professional Development and where removal expenses are not paid.**

(b) Applicants will:

i. retain their position and seniority and shall **retain all other benefits pursuant to the collective agreement;**

ii. in the case of northern study, Northern Allowance will be paid to the Applicant;

iii. have their relevant experience or training recognized for purposes of placing them on the salary grid upon their return to work;

iv. have the right to pay into all normal benefit packages including the Employer's share, if required.

(d) Applicants will not earn any leave credits while on education leave.

13. Elective PD Leave

The following will apply to Elective PD Leave:

(a) Applicants will receive up to 5 days paid leave and can count up to 5 days towards their 200-day cycle. Additional days must be taken as Annual Leave.

14. College Educators prior commitment of PD funding and approved leave:

Employees on PD Leave must sign a Professional Development Leave Agreement which stipulates the terms and conditions of the PD funding and approved leave.

GROUP 4
Trades and Apprentices

1. Application

These provisions apply to all positions in trades within the Government of Nunavut.

2. Where an employee with a certificate of qualification in one trade performs work in a trade for which he/she does not possess a certificate, he/she shall advise the Employer. The Employer shall ensure that the work performed is inspected by a qualified tradesman at the earliest possible date. The Employer will ensure that traditional job titles will be used properly reflecting the dignity and status of tradesmen; using the trade name in the position title to conform to the journeyman certification required.

3. Hours Of Work

Hours of work shall be scheduled as follows:

(a) on a weekly basis work forty (40) hours and five (5) days per week, Monday to Friday inclusive;

(b) on a daily basis, work eight (8) hours per day exclusive of not less than a one-half (1/2) hour meal period. Normally the hours of work shall be between the hours of 0800 and 1700. These hours may be varied by the Employer for a classification or classifications of employees in a division or a section, or for employees at a particular geographic location provided the employees receive adequate notice of the variation, and that the variation is not done on an individual employee basis for the purpose of avoiding payment of overtime to that particular employee; and

(c) rest periods with pay of fifteen (15) minutes duration shall be scheduled as close as possible to mid-morning and mid-afternoon of each working day.

4. Wash-Up Time

Labour and Trades employees, Equipment Operations employees, and Equipment Maintenance employees shall be permitted paid wash-up time to a maximum of ten (10) minutes at the conclusion of each shift. In unusual circumstances this period may be extended by the employee's supervisor or officer-in-charge to a maximum of fifteen (15) minutes.

5. Work Clothing and Protective Equipment

(a) The Employer will provide the following articles at no cost to the employee as required by the Workers' Compensation Board:
   (i) Hard Hats
   (ii) Aprons
   (iii) Welding goggles
   (iv) Dust Protection
   (v) Eye protection, including prescription glasses
   (vi) Hearing protection device
   (vii) Coverall
   (viii) Insulated work boots
   (ix) Rubberized work boots
   (x) Leather work gloves

(b) The Employer shall supply new employees with the articles of equipment as required;

(c) Supply employee moving to another department with the articles of equipment they require and that they do not possess at the time of the move.

(d) Where safety prescription glasses are required by the Employer or the Workers' Compensation Board, the Employer shall replace them as required, at no cost to the employee when they are damaged beyond repair and presented to the Employer.

(e) An allowance of $200.00 will be provided to those employees who the Employer, the Workers' Compensation Board or the *Safety Act* deem to require safety footwear. An employee will receive this allowance on initial appointment and after every twelve (12) months of employment (eighteen (18) months of employment for the Project Officers upon presentation of appropriate receipts by the employee).

6. The Employer will maintain a suitable inventory of winter protective clothing to be provided on loan to those employees who are not normally required to work outside or under conditions, which may be damaging to personal clothing.

7. The Employer agrees to replace worn out tools used and owned by journeymen and apprentices in the regular performance of their work upon presentation of the worn out tool. Whenever replacement is made, the new tool will be of similar quality as the initial tool. In situations where highly specialized tools not normally associated with a journeyman's tool kit are required, the Employer will retain ownership and provide them. The Employer shall assist employees in the purchase of tools and equipment at the Employer's cost price.

8. Adverse Weather Conditions

Except in emergency situations, the Employer shall not require an employee to work outside under extreme weather conditions.

9. Casual employees who do not hold certificates of qualification in a trade shall not perform work normally performed by qualified tradesman.

10. Where an employee suffers a loss of tools or equipment used to perform the employee's duties:

(a) through fire and theft while such tools are stored on the Employer's premises; or

(b) while in transit during travel on behalf of the Employer;

such tools or equipment will be replaced by the Employer with tools or equipment at equal or similar quality where the employee satisfies the Employer that a loss occurred.

11. Apprentices

Conditions of employment for employees engaged as Apprentices by the Employer:

(a) The Apprenticeship Trade and Occupations Certification Act and pursuant Regulations shall apply to all apprentices employed by the Employer. A copy of the current Regulations shall be supplied to the apprentice upon appointment.

(b) The recognized Apprenticeship Training Programs shall be those listed in the "Apprentice Training Schedule" pursuant to the Apprenticeship Trade and Occupations Certification Act.

(c) Pay increases shall not be automatic but will be based upon levels of certification issued by the Apprentices Branch and shall be effective from the date of certification.

(d) Apprentice rates will be based on a percentage of the appropriate journeyman rate as follows:

Four-Year Training Programs

Year 1 60%
Year 2 70%
Year 3 80%
Year 4 90%

Three-Year Training Programs

Year 1 65%
Year 2 75%
Year 3 85%

Two-Year Training Programs

Year 1 70%
Year 2 85%

One-Year Training Programs

Year 1 75%

(e) The Employer will pay the Apprentice while attending trade courses in accordance with the Employer's policy regarding financial support while in trade training.

(f) Subject to the *Public Service Act* and Regulations, and the pay restrictions noted above, Apprentices shall be entitled to the benefits and terms and conditions of employment outlined in the current Collective Agreement.

(g) Where an Apprentice fails after two attempts to successfully complete a trade training course, a recommendation may be made to the Superintendent of Apprenticeship Training to cancel his/her contract and the Apprentice may be terminated.

12. Apprentices successfully completing their Apprenticeship will be given preference in hiring on job vacancies. Where an Apprentice, after completing his/her apprenticeship, is hired directly into a job vacancy, all time spent as an Apprentice shall count towards continuous employment with the Employer.

Group 5
Health Care Workers

1. All of the provisions of the Collective Agreement shall apply to the health care employees of the Department of Health and Social Services hospital and health care facilities, institutional nurse at Correctional Centres and dental therapists except as modified by this Appendix. In any case where a provision contained in this Appendix conflicts with a provision of the Collective Agreement, the provision contained in this Appendix shall prevail.

2. The following Articles of the Agreement are modified:

ARTICLE 2 - DEFINITIONS

2.01 (ff) Rates of Pay

(i) "Annual Rate of Pay" is that amount which is specified in the pay attached to this Agreement;

(ii) "Hourly Rate of Pay" is that amount which is arrived at by dividing the annual rate of pay by two thousand eighty (2,080) hours; or by one thousand nine hundred fifty (1,950) hours, whichever is appropriate for the employee's classification.

(iii) "Weekly or Bi-Weekly Rate of Pay" is that amount which is arrived at by multiplying the hourly rate of pay by the regular hours worked during the respective week or two (2) week period.

(oo) "Week" for the purposes of this Agreement shall be deemed to commence and 0000 hours on Saturday to 2400 hours on Friday for the Baffin Regional Hospital.

2.02 (a) **"Graduate Nurse"** means a person who has graduated from a recognized formal educational program and who has received a "Temporary Certificate of Exemption" pursuant to the *Nursing Profession Act.*

(b) **"Registered Nurse"** means a person who is registered pursuant to the *Nursing Profession Act.*

(c) **"Certified Nursing Assistant"** means a person who is registered pursuant to the *Certified Nursing Assistants Act.*

(d) **"Operating Room Technician"** means a person who has successfully completed a recognized program in Operating Room technique.

(e) **"Dental Therapist"** means a person who is registered pursuant to the Dental Auxiliaries Act.

(f) **"Midwife Registered Nurse"** is an individual educated in the two disciplines of nursing and midwifery, who possesses evidence of certification from an accredited institution and can legally practice in Canada.

3. **Designated Paid Holidays**

(a) When a designated paid holiday coincides with an employee's day of rest, the holiday shall be moved to another working day requested by the employee, and approved by the Employer, or if operational requirements do not permit the time off, a lieu day shall be credited to the employee for use at a later date.

(b) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.

4. An employee who is regularly scheduled to work the majority of hours outside of the hours 0800 to 1700 or an employee working as a social worker, community health nurse or hospital technician and who is normally required to be on standby at least ten days per month, may use four (4) days of his/her Special Leave Credits each year at his/her discretion on adequate notice to his/her supervisor.

5. **Hours of Work**

Except for employees working a modified work week, employees shall be entitled to two (2) rest periods, with pay, of fifteen (15) minutes duration each, commencing on or about mid-morning and mid-afternoon, or the middle of the first half and the last half of a shift. The time of commencement of such rest periods shall be determined by the Deputy Head or the employee's immediate supervisor.

6. **Shift Schedules**

(a) The Employer agrees that before a schedule of working hours is changed, the change will be discussed with the appropriate Steward of the Union if the change will affect a majority of the employees governed by the schedule.

(b) Shift schedules shall be posted in the work area at least fifteen (15) calendar days in advance of the starting date of the new schedule. Shift schedules shall indicate the work requirements for each employee for a minimum of twenty-eight (28) days.

(c) Except by mutual agreement between the Employer and the employee, when an employee's work schedule is revised without five (5) calendar days notice, the employee shall be compensated at the rate of time and one-half (1 ½) for the first two (2) full shifts worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight time rate.

(d) The Employer agrees that there shall be no split shifts.

(e) Employees shall not be required to work more than seven (7) consecutive eight (8) hour shifts or four (4) consecutive twelve (12) hour shifts between days off and it shall be the intent to assign less than the maximum.

The above arrangements shall not prohibit permanent evening or night shift arrangements as may be agreed upon by the Hospital, the employees affected and the local of the Union.

7. **Responsibility Allowance**

When an employee is designated in charge of a ward, unit, Health Centre or Department on any shift in circumstances which place upon the employee responsibilities greater than those ordinarily assumed, such employees shall be paid a special hourly allowance of $2.00 per hour in respect of such added responsibilities.

8. **Notice Of Termination**

A Graduate Nurse, Registered Nurse, Certified Nursing Assistant, Operating Room Technician, X-Ray Technician, Pharmacy Technician, Respiratory Therapist, Occupational Therapist or Physiotherapist resigning from the Hospital or a Community Health Centre shall give twenty eight (28) calendar days notice in writing, exclusive of any vacation leave with pay due.

9. **Professional Nurses' Registration**

Upon obtaining registration, a newly graduated nurse shall be paid the rate of pay applicable to a Registered Nurse, retroactive to the date of writing of registration examinations.

10. **Health Requirements And Benefits**

As a condition of employment at the Hospital or Health Centre, all employees are required to take a medical examination and to undergo vaccination, inoculation, and other immunization as required by the *Hospital Insurance and Health and Social Services Act*.

Prescriptions are available at the Baffin Regional Hospital for the benefit of Hospital employees at hospital cost plus a prescription fee of $3.00 upon receipt of the doctor's written prescription.

Drugs and medication not normally kept in stock will not be ordered specially so as to comply with the doctor's written prescription.

11. **Uniform Policy**

Special wearing apparel required by the Hospital to be worn by employees while on duty will be provided and laundered by the Hospital free of charge to the employee. It being understood that such special apparel shall remain the property of the Hospital.

The cotton uniforms provided by the Hospital to certain categories of personnel will be laundered by the Hospital. These uniforms will remain the property of the Hospital and shall not be worn off the Hospital property.

Uniforms and clothing purchased by the employee will not be laundered by the Hospital. However, each employee who is required to wear a uniform shall be paid an allowance of twenty-five dollars ($25.00) per month to assist in the purchase and cleaning of the uniforms.

12. **Modified Work Week**

The Employer and the Union, in order to make possible the compressed work week, do hereby mutually agree to interpret all Articles of the Collective Agreement in such a manner as to take into account the effect of the extended work day and the resultant compressed work week.

13. It is recognized that the primary intent of the Modified Work Week (M.W.W.) is to provide personnel working it a compressed work period with no increased cost to the Employer.

14. There must be mutual agreement to implement and/or continue with the M.W.W., otherwise the contract provisions of hours of work or some other mutually agreeable variation shall be implemented.

15. **Hours Of Work**

(a) Regular hours of work for full-time employees exclusive of meal periods shall be:

(i) twelve (12) consecutive hours per day.

(ii) one thousand, nine hundred and fifty (1,950) hours per year.

(iii) a maximum of four (4) consecutive shifts.

(b) Regular hours shall be deemed to:

(i) include as scheduled by the Employer, three (3) rest periods with pay totaling forty-five (45) minutes during each full working shift of twelve (12) hours; commencing on or about mid-way between starting time and the first meal break, and mid-way between the first and second meal break and mid-way between the second meal break and the end of the shift, or

(ii) include, as scheduled by the Employer, one rest period, with pay, of fifteen (15) minutes during each partial shift of four (4) hours, or two (2) rest periods, with pay, of fifteen (15) minutes during each partial shift of 7.5 hours, commencing on or about mid-way between starting time and the meal break and mid-way between the meal break and the end of the shift.

(iii) exclude one meal period of thirty (30) minutes which shall be scheduled by the Employer in a full shift of twelve (12) hours. An employee shall be entitled to one scheduled meal period if the employee works 7.5 hours.

(iv) if an employee is recalled to duty during the employee's meal period, the employee shall be given the time not taken later in the shift.

(v) The Employer agrees to provide food for employees who work a twelve hour night shift. The specified period will be as close to the mid-point of the shift as possible. During this meal period, these employees shall not, without the Employer's consent, leave the facility.

16. **Overtime**

(a) Overtime is all time required by an Employer and worked by an employee in excess of twelve (12) hours per day on twelve (12) hour shifts. Overtime worked immediately following or immediately preceding an employee's scheduled shift shall be paid at double time (2T). The Employer will designate an individual who may authorize overtime in all circumstances.

(b) Overtime shall be paid for all authorized hours worked on scheduled days off in accordance with Article 23 - Overtime.

17. **Annual Leave**

(a) An employee working an extended work day and compressed work week shall be entitled to annual time off equivalent to that of other employees working the 7.5 hour work day. Upon termination, annual leave credits shall be paid out on the basis of 7.5 hour days.

(b) Earned leave will be converted into hours owed and utilized according to the scheduled shift pattern.

18. **Designated Paid Holidays**

(a) An employee working an extended work day and compressed work week shall be entitled to the designated paid holidays as specified in Article 15 and shall be paid for same at the employee's basic rate for 7.5 hours.

(b) When a day designated as a holiday under Clause 15.01 coincides with an employee's day of rest, the employee shall be paid for the holiday at the employee's basic rate for 7.5 hours, or at the employee's request, the holiday shall be taken at a later date.

(c) When an employee is required to work on a designated holiday as part of the employee's regularly scheduled hours of duty or as overtime when the employee is not scheduled to work, the employee shall be paid in addition to the pay that the employee would have been granted had the employee not worked on that holiday:

(i) One and one-half (1 ½) times the employee's straight time rate for the first half (1/2) of the shift worked and

(ii) Two (2) times the employee's straight time rate for hours worked for the second (1/2) of the shift, or

(iii) an equivalent combination of cash and day of leave at a later date convenient to both the employee and the Employer.

(d) An employee scheduled to work on a designated paid holiday shall be paid at the applicable overtime rate for all hours worked from 00:01 to 24:00 on the designated holiday.

19. **Sick Leave**

(a) Sick leave credits shall be earned at the rate specified in Article 20 of the Agreement.

(b) Earned leave shall be converted into hours owed and utilized according to the scheduled shift pattern.

20. **Special Clinical Preparation**

(a) An indeterminate, term or part-time Registered Nurse with special preparation of not less than six (6) months approved by the Employer and who is employed in the special service for which he/she is qualified, will be paid an additional $40.00 per month if he/she has utilized the course within four (4) years prior to employment.

(b) An employee may not qualify for more than one payment under categories in the following Clauses (c), (d), and (e).

(c) **CHA/CNA Courses**

An indeterminate, term or part-time Registered Nurse who has successfully completed the CHA/CNA course Nursing Unit Administration and is employed in a capacity utilizing the course(s) will be paid an additional $25.00 per month.

(d) **University Preparation**

An indeterminate, term or part-time employee who has passed an accredited one year university course approved by the Deputy Head or Midwifery course and is employed in a capacity utilizing this course will receive an additional $75.00 per month.

(e) An indeterminate, term or part-time employee who has received a baccalaureate or higher degree approved by the Deputy Head will receive an additional $125.00 per month.

21. **Medivac/Rescue/Survival Training And Equipment**

All personnel who may take medical rescue and evacuation flights shall have made available to them through paid education leave survival training and medivacuation training skills.

22. **Compensation For Prior Experience**

All health care professionals (excluding administrative support staff and cleaning staff) will be credited with a one pay level increment for each two (2) years' prior related experience they have in their field to a maximum of four (4) steps.

23. **Annual Special Allowance**

(a) The annual special allowance for Nurses in nursing positions in one-Nurse Health Centres will be **$19,500.00.**

(b) The annual special allowance for Nurses in nursing positions in two-Nurse Health Centres **will be $16,350.00.** but will be increased to the rates in (a) for such temporary periods exceeding seven (7) calendar days, as the Centres are operating with only one Nurse due to staff shortage.

(c) The annual special allowance for Nurses in nursing positions in three-Nurse Health Centres **will be $14,250.00** but will be increased to the rates in (a) and (b) above for such temporary periods exceeding seven (7) calendar days, as the Centres are operating with only one or two Nurses respectively, due to staff shortage.

(d) The annual special allowance for Nurses in Nursing position in four-Nurse Health Centres **will be $11,625.**00 but will be increased to the rates in (a), (b), and (c) above for such temporary periods exceeding seven (7) calendar days as the Centres are operating with only one, two or three Nurses respectively due to staff shortage.

(e) Nurses in a five (5) Nurse or larger Health Centres shall receive the rates set out in (a), (b), (c), and (d) for such temporary periods exceeding seven (7) days as the Centres are operating with only one, two, three or four Nurses respectively, due to staff shortage.

24. Dental Therapists will normally work the school year and accrue benefits as a Group 6 School Year employee.

GROUP 6
School Year Employees

1. School year employees means Special Needs Assistants, Instructors in Young Offender Facilities and School Community Counselors, Dental Therapists, Library Technicians, Classroom Assistants and such other employees as the Employer may, in consultation and with the Union's agreement, designate as school year employees.

2. The Employer may establish hours of work for school year employees whose work year follows the school year. The work year for school year employees will normally start a week before the first day of the school year and end a week after the last day of the school year.

3. School year employees will not be required to report for duty during the Christmas, Easter and Summer Recesses on the local school calendar.

4. School year employees will not be entitled to earn vacation credits or take the annual leave as prescribed in Article 18 of this Agreement.

5. Classroom Assistants planning to terminate their employment during the summer recess are required to notify the Employer of their intent at least two (2) weeks prior to the last day of the school year.

6. When a Classroom Assistant is required to lead a class and no teacher is present in the classroom, the Classroom Assistant will be paid a rate two (2) ranges above their current step.

7. School year employees will be paid at the appropriate yearly pay level for their position over a twelve (12) month period.

8. Where an employee dies or otherwise terminates employment during a school year, the employee or estate shall receive that portion of the summer recess pay the employee is entitled to in accordance with the number of school days worked during that school year.

GROUP 7
Court Reporters

1. Except as provided herein, Articles 22 and 23 do not apply to employees employed as Court Reporters.

2. Court Reporters will not be required to observe the normal hours of attendance stipulated for the Public Service but will be required to maintain attendance for provision of services as required. In the event no Court has been scheduled and a reporter wishes to remain absent from his/her place of employment during that time, permission must be obtained from the Chief Reporter. The Chief Reporter shall set up a weekly work schedule, which shall be posted at least six (6) working days in advance. This schedule will cover all normal work requirements.

3. Traveling time, outside regular working hours or on Saturdays and Sundays shall be paid at the overtime rate in accordance with Article 23.

4. The Employer shall provide office dictating and transcribing equipment, typewriters, ribbons and ink and cassettes for dictating equipment, as well as ordinary stationary items but not those required for specific reporting functions. Other equipment belonging to individual Court Reporters shall be serviced or repaired by the Employer.

APPENDIX B

PAY SCHEDULES

Appendix B – Pay Schedules - amend as follows:

1.0% increase to pay line effective October 1, 2006 to all employees who are employed as of date of signing;

2.0% increase to pay line effective October 1, 2007 to all employees who are employed as of date of signing;

2.25% increase to pay line April 1, 2008;

2.25% increase to pay line October 1, 2008;

2.5% increase to pay line April 1, 2009;

2.5% increase to pay line October 1, 2009;

5.0% increase to pay line April 1, 2010.

The rates of pay in Appendices B2-B4, B6-B8, B10-B12, B14-B16 reflect the annual rates of pay based on the applicable standard weekly hours.

Conversion from the March 31, 1998 pay plans to the new pay plans shall be phased in as follows:

- Employees whose March 31, 1998 salaries are less than or equal to the salaries on the new pay schedule will be placed on the new pay schedule at the steps on the new pay ranges that correspond to the steps on the old pay ranges (e.g. If the employee is currently at step 3, the employee will be placed at step 3 on the appropriate pay range on the new schedule.)

- Employees whose March 31, 1998 salaries are greater than the salaries on the new pay schedules will have their current salary level protected by a "conversion salary". This "conversion salary" will make up the difference between their March 31, 1998 salary and their salary on the new pay plan and will be received in addition to their base salary. As employees progress through the steps on the new grid this "conversion salary" will continue to be added to their base salary.

Note:

- Employees whose jobs have not changed since April 1, 1998 but whose evaluations are changed before February 28, 1999 as a result of an evaluation review will have their salaries re-adjusted effective April 1, 1998 in accordance with the process set out in Article 24.08 dealing with re-evaluations. After March 1, 1999, any change in evaluations will become effective the later of the date the new Statement of Duties were assigned or 90 days preceding the date the discussion between the employee and the Supervisor under article 34.03 took place.

- College Instructors will move to the step on the new grid that corresponds to their step on the College Instructor's Grid. Instructors at steps higher than step six will be placed on step 6 of the new grid.

The parties agree that any employees who effective date of signing, were receiving Transition Allowance payments, shall continue to receive those allowances until the employee's salary comes below the maximum of their job evaluation level.

APPENDIX B1

HOURLY RATES OF PAY
EFFECTIVE OCTOBER 1, 2006
1% INCREASE

				HOURLY RATES					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$16.78	$19.38	$19.88	$20.38	$20.90	$21.44	$21.99
2	102	112	$17.41	$20.01	$20.52	$21.05	$21.59	$22.15	$22.72
3	113	124	$18.14	$20.74	$21.27	$21.82	$22.37	$22.94	$23.53
4	125	137	$18.81	$21.41	$21.95	$22.51	$23.09	$23.68	$24.29
5	138	151	$19.54	$22.14	$22.71	$23.29	$23.89	$24.50	$25.13
6	152	166	$20.22	$22.82	$23.40	$24.00	$24.62	$25.25	$25.90
7	167	183	$20.96	$23.56	$24.17	$24.78	$25.42	$26.08	$26.74
8	184	201	$21.74	$24.34	$24.96	$25.60	$26.26	$26.93	$27.62
9	202	221	$22.51	$25.11	$25.75	$26.41	$27.09	$27.78	$28.49
10	222	243	$23.32	$25.92	$26.58	$27.26	$27.96	$28.67	$29.40
11	244	267	$24.12	$26.72	$27.41	$28.11	$28.83	$29.57	$30.33
12	268	293	$27.45	$30.05	$30.82	$31.61	$32.42	$33.25	$34.10
13	294	322	$28.63	$31.23	$32.03	$32.85	$33.69	$34.55	$35.44
14	323	354	$29.91	$32.51	$33.34	$34.19	$35.07	$35.97	$36.89
15	355	389	$31.19	$33.79	$34.65	$35.54	$36.45	$37.39	$38.35
16	390	427	$32.56	$35.16	$36.06	$36.98	$37.93	$38.91	$39.91
17	428	469	$33.96	$36.56	$37.50	$38.46	$39.45	$40.46	$41.50
18	470	515	$35.43	$38.03	$39.01	$40.01	$41.03	$42.08	$43.16
19	516	565	$36.93	$39.53	$40.54	$41.58	$42.65	$43.75	$44.87
20	566	620	$38.48	$41.08	$42.13	$43.21	$44.32	$45.46	$46.63
21	621	680	$40.13	$42.73	$43.83	$44.95	$46.10	$47.28	$48.49
22	681	746	$41.80	$44.40	$45.54	$46.71	$47.91	$49.14	$50.40
23	747	818	$43.57	$46.17	$47.35	$48.56	$49.80	$51.08	$52.39
24	819	897	$45.37	$47.97	$49.20	$50.46	$51.75	$53.08	$54.44
25	898	983	$47.27	$49.87	$51.15	$52.46	$53.80	$55.17	$56.58

APPENDIX B2

ANNUAL RATES OF PAY
STANDARD 37.5 WEEKLY HOURS
EFFECTIVE OCTOBER 1, 2006
1% INCREASE

				ANNUAL HOURS 1,950					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$32,721	$37,791	$38,766	$39,741	$40,755	$41,808	$42,881
2	102	112	$33,950	$39,020	$40,014	$41,048	$42,101	$43,193	$44,304
3	113	124	$35,373	$40,443	$41,477	$42,549	$43,622	$44,733	$45,884
4	125	137	$36,680	$41,750	$42,803	$43,895	$45,026	$46,176	$47,366
5	138	151	$38,103	$43,173	$44,285	$45,416	$46,586	$47,775	$49,004
6	152	166	$39,429	$44,499	$45,630	$46,800	$48,009	$49,238	$50,505
7	167	183	$40,872	$45,942	$47,132	$48,321	$49,569	$50,856	$52,143
8	184	201	$42,393	$47,463	$48,672	$49,920	$51,207	$52,514	$53,859
9	202	221	$43,895	$48,965	$50,213	$51,500	$52,826	$54,171	$55,556
10	222	243	$45,474	$50,544	$51,831	$53,157	$54,522	$55,907	$57,330
11	244	267	$47,034	$52,104	$53,450	$54,815	$56,219	$57,662	$59,144
12	268	293	$53,528	$58,598	$60,099	$61,640	$63,219	$64,838	$66,495
13	294	322	$55,829	$60,899	$62,459	$64,058	$65,696	$67,373	$69,108
14	323	354	$58,325	$63,395	$65,013	$66,671	$68,387	$70,142	$71,936
15	355	389	$60,821	$65,891	$67,568	$69,303	$71,078	$72,911	$74,783
16	390	427	$63,492	$68,562	$70,317	$72,111	$73,964	$75,875	$77,825
17	428	469	$66,222	$71,292	$73,125	$74,997	$76,928	$78,897	$80,925
18	470	515	$69,089	$74,159	$76,070	$78,020	$80,009	$82,056	$84,162
19	516	565	$72,014	$77,084	$79,053	$81,081	$83,168	$85,313	$87,497
20	566	620	$75,036	$80,106	$82,154	$84,260	$86,424	$88,647	$90,929
21	621	680	$78,254	$83,324	$85,469	$87,653	$89,895	$92,196	$94,556
22	681	746	$81,510	$86,580	$88,803	$91,085	$93,425	$95,823	$98,280
23	747	818	$84,962	$90,032	$92,333	$94,692	$97,110	$99,606	$102,161
24	819	897	$88,472	$93,542	$95,940	$98,397	$100,913	$103,506	$106,158
25	898	983	$92,177	$97,247	$99,743	$102,297	$104,910	$107,582	$110,331

APPENDIX B3

ANNUAL RATES OF PAY
STANDARD 40 WEEKLY HOURS
EFFECTIVE OCTOBER 1, 2006
1% INCREASE

				ANNUAL HOURS 2,080					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$34,902	$40,310	$41,350	$42,390	$43,472	$44,595	$45,739
2	102	112	$36,213	$41,621	$42,682	$43,784	$44,907	$46,072	$47,258
3	113	124	$37,731	$43,139	$44,242	$45,386	$46,530	$47,715	$48,942
4	125	137	$39,125	$44,533	$45,656	$46,821	$48,027	$49,254	$50,523
5	138	151	$40,643	$46,051	$47,237	$48,443	$49,691	$50,960	$52,270
6	152	166	$42,058	$47,466	$48,672	$49,920	$51,210	$52,520	$53,872
7	167	183	$43,597	$49,005	$50,274	$51,542	$52,874	$54,246	$55,619
8	184	201	$45,219	$50,627	$51,917	$53,248	$54,621	$56,014	$57,450
9	202	221	$46,821	$52,229	$53,560	$54,933	$56,347	$57,782	$59,259
10	222	243	$48,506	$53,914	$55,286	$56,701	$58,157	$59,634	$61,152
11	244	267	$50,170	$55,578	$57,013	$58,469	$59,966	$61,506	$63,086
12	268	293	$57,096	$62,504	$64,106	$65,749	$67,434	$69,160	$70,928
13	294	322	$59,550	$64,958	$66,622	$68,328	$70,075	$71,864	$73,715
14	323	354	$62,213	$67,621	$69,347	$71,115	$72,946	$74,818	$76,731
15	355	389	$64,875	$70,283	$72,072	$73,923	$75,816	$77,771	$79,768
16	390	427	$67,725	$73,133	$75,005	$76,918	$78,894	$80,933	$83,013
17	428	469	$70,637	$76,045	$78,000	$79,997	$82,056	$84,157	$86,320
18	470	515	$73,694	$79,102	$81,141	$83,221	$85,342	$87,526	$89,773
19	516	565	$76,814	$82,222	$84,323	$86,486	$88,712	$91,000	$93,330
20	566	620	$80,038	$85,446	$87,630	$89,877	$92,186	$94,557	$96,990
21	621	680	$83,470	$88,878	$91,166	$93,496	$95,888	$98,342	$100,859
22	681	746	$86,944	$92,352	$94,723	$97,157	$99,653	$102,211	$104,832
23	747	818	$90,626	$96,034	$98,488	$101,005	$103,584	$106,246	$108,971
24	819	897	$94,370	$99,778	$102,336	$104,957	$107,640	$110,406	$113,235
25	898	983	$98,322	$103,730	$106,392	$109,117	$111,904	$114,754	$117,686

APPENDIX B4

ANNUAL RATES OF PAY
STANDARD 42 WEEKLY HOURS
EFFECTIVE OCTOBER 1, 2006
1% INCREASE

				ANNUAL HOURS 2,184					
Pay	Min	Max							
Range	Pts	Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$36,648	$42,326	$43,418	$44,510	$45,646	$46,825	$48,026
2	102	112	$38,023	$43,702	$44,816	$45,973	$47,153	$48,376	$49,620
3	113	124	$39,618	$45,296	$46,454	$47,655	$48,856	$50,101	$51,390
4	125	137	$41,081	$46,759	$47,939	$49,162	$50,429	$51,717	$53,049
5	138	151	$42,675	$48,354	$49,599	$50,865	$52,176	$53,508	$54,884
6	152	166	$44,160	$49,839	$51,106	$52,416	$53,770	$55,146	$56,566
7	167	183	$45,777	$51,455	$52,787	$54,120	$55,517	$56,959	$58,400
8	184	201	$47,480	$53,159	$54,513	$55,910	$57,352	$58,815	$60,322
9	202	221	$49,162	$54,840	$56,238	$57,679	$59,165	$60,672	$62,222
10	222	243	$50,931	$56,609	$58,051	$59,536	$61,065	$62,615	$64,210
11	244	267	$52,678	$58,356	$59,863	$61,392	$62,965	$64,581	$66,241
12	268	293	$59,951	$65,629	$67,311	$69,036	$70,805	$72,618	$74,474
13	294	322	$62,528	$68,206	$69,954	$71,744	$73,579	$75,457	$77,401
14	323	354	$65,323	$71,002	$72,815	$74,671	$76,593	$78,558	$80,568
15	355	389	$68,119	$73,797	$75,676	$77,619	$79,607	$81,660	$83,756
16	390	427	$71,111	$76,789	$78,755	$80,764	$82,839	$84,979	$87,163
17	428	469	$74,169	$79,847	$81,900	$83,997	$86,159	$88,365	$90,636
18	470	515	$77,379	$83,058	$85,198	$87,382	$89,610	$91,903	$94,261
19	516	565	$80,655	$86,334	$88,539	$90,811	$93,148	$95,550	$97,996
20	566	620	$84,040	$89,719	$92,012	$94,371	$96,795	$99,285	$101,840
21	621	680	$87,644	$93,322	$95,725	$98,171	$100,682	$103,260	$105,902
22	681	746	$91,291	$96,970	$99,459	$102,015	$104,635	$107,322	$110,074
23	747	818	$95,157	$100,835	$103,412	$106,055	$108,763	$111,559	$114,420
24	819	897	$99,088	$104,766	$107,453	$110,205	$113,022	$115,927	$118,897
25	898	983	$103,238	$108,916	$111,712	$114,573	$117,499	$120,491	$123,571

APPENDIX B5

HOURLY RATES OF PAY
EFFECTIVE OCTOBER 1, 2007
2% INCREASE

				HOURLY RATES					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$17.17	$19.77	$20.28	$20.79	$21.32	$21.87	$22.43
2	102	112	$17.82	$20.42	$20.94	$21.48	$22.03	$22.60	$23.18
3	113	124	$18.55	$21.15	$21.69	$22.25	$22.82	$23.41	$24.01
4	125	137	$19.24	$21.84	$22.40	$22.97	$23.56	$24.16	$24.78
5	138	151	$19.99	$22.59	$23.17	$23.76	$24.37	$24.99	$25.63
6	152	166	$20.68	$23.28	$23.88	$24.49	$25.12	$25.76	$26.42
7	167	183	$21.42	$24.02	$24.64	$25.27	$25.92	$26.59	$27.27
8	184	201	$22.22	$24.82	$25.46	$26.11	$26.78	$27.47	$28.17
9	202	221	$23.01	$25.61	$26.26	$26.93	$27.62	$28.33	$29.06
10	222	243	$23.82	$26.42	$27.10	$27.79	$28.50	$29.23	$29.98
11	244	267	$24.65	$27.25	$27.95	$28.67	$29.41	$30.16	$30.93
12	268	293	$28.04	$30.64	$31.43	$32.23	$33.06	$33.91	$34.78
13	294	322	$29.24	$31.84	$32.66	$33.50	$34.36	$35.24	$36.15
14	323	354	$30.56	$33.16	$34.01	$34.88	$35.77	$36.69	$37.63
15	355	389	$31.86	$34.46	$35.34	$36.25	$37.18	$38.14	$39.12
16	390	427	$33.26	$35.86	$36.78	$37.72	$38.69	$39.69	$40.71
17	428	469	$34.69	$37.29	$38.25	$39.23	$40.24	$41.27	$42.33
18	470	515	$36.20	$38.80	$39.79	$40.81	$41.85	$42.92	$44.02
19	516	565	$37.73	$40.33	$41.36	$42.42	$43.51	$44.63	$45.77
20	566	620	$39.30	$41.90	$42.97	$44.07	$45.21	$46.37	$47.56
21	621	680	$40.96	$43.56	$44.68	$45.83	$47.01	$48.22	$49.46
22	681	746	$42.70	$45.30	$46.46	$47.65	$48.87	$50.12	$51.41
23	747	818	$44.48	$47.08	$48.29	$49.53	$50.80	$52.10	$53.44
24	819	897	$46.32	$48.92	$50.17	$51.46	$52.78	$54.13	$55.52
25	898	983	$48.25	$50.85	$52.16	$53.50	$54.87	$56.27	$57.71

APPENDIX B6

ANNUAL RATES OF PAY
STANDARD 37.5 WEEKLY HOURS
EFFECTIVE OCTOBER 1, 2007
2% INCREASE

				ANNUAL HOURS 1,950					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$33,482	$38,552	$39,546	$40,541	$41,574	$42,647	$43,739
2	102	112	$34,749	$39,819	$40,833	$41,886	$42,959	$44,070	$45,201
3	113	124	$36,173	$41,243	$42,296	$43,388	$44,499	$45,650	$46,820
4	125	137	$37,518	$42,588	$43,680	$44,792	$45,942	$47,112	$48,321
5	138	151	$38,981	$44,051	$45,182	$46,332	$47,522	$48,731	$49,979
6	152	166	$40,326	$45,396	$46,566	$47,756	$48,984	$50,232	$51,519
7	167	183	$41,769	$46,839	$48,048	$49,277	$50,544	$51,851	$53,177
8	184	201	$43,329	$48,399	$49,647	$50,915	$52,221	$53,567	$54,932
9	202	221	$44,870	$49,940	$51,207	$52,514	$53,859	$55,244	$56,667
10	222	243	$46,449	$51,519	$52,845	$54,191	$55,575	$56,999	$58,461
11	244	267	$48,068	$53,138	$54,503	$55,907	$57,350	$58,812	$60,314
12	268	293	$54,678	$59,748	$61,289	$62,849	$64,467	$66,125	$67,821
13	294	322	$57,018	$62,088	$63,687	$65,325	$67,002	$68,718	$70,493
14	323	354	$59,592	$64,662	$66,320	$68,016	$69,752	$71,546	$73,379
15	355	389	$62,127	$67,197	$68,913	$70,688	$72,501	$74,373	$76,284
16	390	427	$64,857	$69,927	$71,721	$73,554	$75,446	$77,396	$79,385
17	428	469	$67,646	$72,716	$74,588	$76,499	$78,468	$80,477	$82,544
18	470	515	$70,590	$75,660	$77,591	$79,580	$81,608	$83,694	$85,839
19	516	565	$73,574	$78,644	$80,652	$82,719	$84,845	$87,029	$89,252
20	566	620	$76,635	$81,705	$83,792	$85,937	$88,160	$90,422	$92,742
21	621	680	$79,872	$84,942	$87,126	$89,369	$91,670	$94,029	$96,447
22	681	746	$83,265	$88,335	$90,597	$92,918	$95,297	$97,734	$100,250
23	747	818	$86,736	$91,806	$94,166	$96,584	$99,060	$101,595	$104,208
24	819	897	$90,324	$95,394	$97,832	$100,347	$102,921	$105,554	$108,264
25	898	983	$94,088	$99,158	$101,712	$104,325	$106,997	$109,727	$112,535

APPENDIX B7

ANNUAL RATES OF PAY
STANDARD 40 WEEKLY HOURS
EFFECTIVE OCTOBER 1, 2007
2% INCREASE

				ANNUAL SALARY 2,080					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$35,714	$41,122	$42,182	$43,243	$44,346	$45,490	$46,654
2	102	112	$37,066	$42,474	$43,555	$44,678	$45,822	$47,008	$48,214
3	113	124	$38,584	$43,992	$45,115	$46,280	$47,466	$48,693	$49,941
4	125	137	$40,019	$45,427	$46,592	$47,778	$49,005	$50,253	$51,542
5	138	151	$41,579	$46,987	$48,194	$49,421	$50,690	$51,979	$53,310
6	152	166	$43,014	$48,422	$49,670	$50,939	$52,250	$53,581	$54,954
7	167	183	$44,554	$49,962	$51,251	$52,562	$53,914	$55,307	$56,722
8	184	201	$46,218	$51,626	$52,957	$54,309	$55,702	$57,138	$58,594
9	202	221	$47,861	$53,269	$54,621	$56,014	$57,450	$58,926	$60,445
10	222	243	$49,546	$54,954	$56,368	$57,803	$59,280	$60,798	$62,358
11	244	267	$51,272	$56,680	$58,136	$59,634	$61,173	$62,733	$64,334
12	268	293	$58,323	$63,731	$65,374	$67,038	$68,765	$70,533	$72,342
13	294	322	$60,819	$66,227	$67,933	$69,680	$71,469	$73,299	$75,192
14	323	354	$63,565	$68,973	$70,741	$72,550	$74,402	$76,315	$78,270
15	355	389	$66,269	$71,677	$73,507	$75,400	$77,334	$79,331	$81,370
16	390	427	$69,181	$74,589	$76,502	$78,458	$80,475	$82,555	$84,677
17	428	469	$72,155	$77,563	$79,560	$81,598	$83,699	$85,842	$88,046
18	470	515	$75,296	$80,704	$82,763	$84,885	$87,048	$89,274	$91,562
19	516	565	$78,478	$83,886	$86,029	$88,234	$90,501	$92,830	$95,202
20	566	620	$81,744	$87,152	$89,378	$91,666	$94,037	$96,450	$98,925
21	621	680	$85,197	$90,605	$92,934	$95,326	$97,781	$100,298	$102,877
22	681	746	$88,816	$94,224	$96,637	$99,112	$101,650	$104,250	$106,933
23	747	818	$92,518	$97,926	$100,443	$103,022	$105,664	$108,368	$111,155
24	819	897	$96,346	$101,754	$104,354	$107,037	$109,782	$112,590	$115,482
25	898	983	$100,360	$105,768	$108,493	$111,280	$114,130	$117,042	$120,037

APPENDIX B8

ANNUAL RATES OF PAY
STANDARD 42 WEEKLY HOURS
EFFECTIVE OCTOBER 1, 2007
2% INCREASE

				ANNUAL HOURS 2,184					
Pay	Min	Max							
Range	Pts	Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$37,499	$43,178	$44,292	$45,405	$46,563	$47,764	$48,987
2	102	112	$38,919	$44,597	$45,733	$46,912	$48,114	$49,358	$50,625
3	113	124	$40,513	$46,192	$47,371	$48,594	$49,839	$51,127	$52,438
4	125	137	$42,020	$47,699	$48,922	$50,166	$51,455	$52,765	$54,120
5	138	151	$43,658	$49,337	$50,603	$51,892	$53,224	$54,578	$55,976
6	152	166	$45,165	$50,844	$52,154	$53,486	$54,862	$56,260	$57,701
7	167	183	$46,781	$52,460	$53,814	$55,190	$56,609	$58,073	$59,558
8	184	201	$48,528	$54,207	$55,605	$57,024	$58,488	$59,994	$61,523
9	202	221	$50,254	$55,932	$57,352	$58,815	$60,322	$61,873	$63,467
10	222	243	$52,023	$57,701	$59,186	$60,693	$62,244	$63,838	$65,476
11	244	267	$53,836	$59,514	$61,043	$62,615	$64,231	$65,869	$67,551
12	268	293	$61,239	$66,918	$68,643	$70,390	$72,203	$74,059	$75,960
13	294	322	$63,860	$69,539	$71,329	$73,164	$75,042	$76,964	$78,952
14	323	354	$66,743	$72,421	$74,278	$76,178	$78,122	$80,131	$82,184
15	355	389	$69,582	$75,261	$77,183	$79,170	$81,201	$83,298	$85,438
16	390	427	$72,640	$78,318	$80,328	$82,380	$84,499	$86,683	$88,911
17	428	469	$75,763	$81,441	$83,538	$85,678	$87,884	$90,134	$92,449
18	470	515	$79,061	$84,739	$86,901	$89,129	$91,400	$93,737	$96,140
19	516	565	$82,402	$88,081	$90,330	$92,645	$95,026	$97,472	$99,962
20	566	620	$85,831	$91,510	$93,846	$96,249	$98,739	$101,272	$103,871
21	621	680	$89,457	$95,135	$97,581	$100,093	$102,670	$105,312	$108,021
22	681	746	$93,257	$98,935	$101,469	$104,068	$106,732	$109,462	$112,279
23	747	818	$97,144	$102,823	$105,465	$108,174	$110,947	$113,786	$116,713
24	819	897	$101,163	$106,841	$109,571	$112,389	$115,272	$118,220	$121,256
25	898	983	$105,378	$111,056	$113,917	$116,844	$119,836	$122,894	$126,039

APPENDIX B9

HOURLY RATES OF PAY
EFFECTIVE APRIL 1, 2008
2.25% INCREASE

				HOURLY RATES					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$17.61	$20.21	$20.73	$21.26	$21.81	$22.37	$22.94
2	102	112	$18.28	$20.88	$21.42	$21.97	$22.53	$23.11	$23.70
3	113	124	$19.04	$21.64	$22.19	$22.76	$23.34	$23.94	$24.55
4	125	137	$19.72	$22.32	$22.89	$23.48	$24.09	$24.71	$25.34
5	138	151	$20.49	$23.09	$23.69	$24.29	$24.91	$25.55	$26.20
6	152	166	$21.20	$23.80	$24.41	$25.04	$25.68	$26.34	$27.02
7	167	183	$21.98	$24.58	$25.22	$25.86	$26.52	$27.20	$27.89
8	184	201	$22.79	$25.39	$26.04	$26.71	$27.39	$28.09	$28.81
9	202	221	$23.59	$26.19	$26.86	$27.55	$28.26	$28.98	$29.72
10	222	243	$24.42	$27.02	$27.71	$28.42	$29.15	$29.89	$30.66
11	244	267	$25.28	$27.88	$28.59	$29.32	$30.07	$30.84	$31.63
12	268	293	$28.74	$31.34	$32.14	$32.96	$33.80	$34.67	$35.56
13	294	322	$29.96	$32.56	$33.39	$34.25	$35.13	$36.03	$36.96
14	323	354	$31.30	$33.90	$34.77	$35.66	$36.57	$37.51	$38.47
15	355	389	$32.64	$35.24	$36.14	$37.07	$38.02	$39.00	$40.00
16	390	427	$34.07	$36.67	$37.61	$38.57	$39.56	$40.58	$41.62
17	428	469	$35.54	$38.14	$39.12	$40.12	$41.15	$42.20	$43.28
18	470	515	$37.06	$39.66	$40.68	$41.72	$42.78	$43.88	$45.01
19	516	565	$38.64	$41.24	$42.29	$43.37	$44.48	$45.63	$46.80
20	566	620	$40.23	$42.83	$43.93	$45.06	$46.22	$47.41	$48.63
21	621	680	$41.97	$44.57	$45.71	$46.88	$48.08	$49.31	$50.57
22	681	746	$43.72	$46.32	$47.51	$48.73	$49.98	$51.26	$52.57
23	747	818	$45.54	$48.14	$49.37	$50.64	$51.94	$53.27	$54.64
24	819	897	$47.42	$50.02	$51.30	$52.62	$53.97	$55.35	$56.77
25	898	983	$49.39	$51.99	$53.33	$54.70	$56.10	$57.53	$59.01

APPENDIX B10

ANNUAL RATES OF PAY
STANDARD 37.5 WEEKLY HOURS
EFFECTIVE APRIL 1, 2008
2.25% INCREASE

				ANNUAL HOURS 1,950					
Pay	Min	Max							
Range	Pts	Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$34,340	$39,410	$40,424	$41,457	$42,530	$43,622	$44,733
2	102	112	$35,646	$40,716	$41,769	$42,842	$43,934	$45,065	$46,215
3	113	124	$37,128	$42,198	$43,271	$44,382	$45,513	$46,683	$47,873
4	125	137	$38,454	$43,524	$44,636	$45,786	$46,976	$48,185	$49,413
5	138	151	$39,956	$45,026	$46,196	$47,366	$48,575	$49,823	$51,090
6	152	166	$41,340	$46,410	$47,600	$48,828	$50,076	$51,363	$52,689
7	167	183	$42,861	$47,931	$49,179	$50,427	$51,714	$53,040	$54,386
8	184	201	$44,441	$49,511	$50,778	$52,085	$53,411	$54,776	$56,180
9	202	221	$46,001	$51,071	$52,377	$53,723	$55,107	$56,511	$57,954
10	222	243	$47,619	$52,689	$54,035	$55,419	$56,843	$58,286	$59,787
11	244	267	$49,296	$54,366	$55,751	$57,174	$58,637	$60,138	$61,679
12	268	293	$56,043	$61,113	$62,673	$64,272	$65,910	$67,607	$69,342
13	294	322	$58,422	$63,492	$65,111	$66,788	$68,504	$70,259	$72,072
14	323	354	$61,035	$66,105	$67,802	$69,537	$71,312	$73,145	$75,017
15	355	389	$63,648	$68,718	$70,473	$72,287	$74,139	$76,050	$78,000
16	390	427	$66,437	$71,507	$73,340	$75,212	$77,142	$79,131	$81,159
17	428	469	$69,303	$74,373	$76,284	$78,234	$80,243	$82,290	$84,396
18	470	515	$72,267	$77,337	$79,326	$81,354	$83,421	$85,566	$87,770
19	516	565	$75,348	$80,418	$82,466	$84,572	$86,736	$88,979	$91,260
20	566	620	$78,449	$83,519	$85,664	$87,867	$90,129	$92,450	$94,829
21	621	680	$81,842	$86,912	$89,135	$91,416	$93,756	$96.155	$98,612
22	681	746	$85,254	$90,324	$92,645	$95,024	$97,461	$99,957	$102,512
23	747	818	$88,803	$93,873	$96,272	$98,748	$101,283	$103,877	$106,548
24	819	897	$92,469	$97,539	$100,035	$102,609	$105,242	$107,933	$110,702
25	898	983	$96,311	$101,381	$103,994	$106,665	$109,395	$112,184	$115,070

APPENDIX B11

ANNUAL RATES OF PAY
STANDARD 40 WEEKLY HOURS
EFFECTIVE APRIL 1, 2008
2.25% INCREASE

				ANNUAL HOURS 2,080					
Pay	Min	Max							
Range	Pts	Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$36,629	$42,037	$43,118	$44,221	$45,365	$46,530	$47,715
2	102	112	$38,022	$43,430	$44,554	$45,698	$46,862	$48,069	$49,296
3	113	124	$39,603	$45,011	$46,155	$47,341	$48,547	$49,795	$51,064
4	125	137	$41,018	$46,426	$47,611	$48,838	$50,107	$51,397	$52,707
5	138	151	$42,619	$48,027	$49,275	$50,523	$51,813	$53,144	$54,496
6	152	166	$44,096	$49,504	$50,773	$52,083	$53,414	$54,787	$56,202
7	167	183	$45,718	$51,126	$52,458	$53,789	$55,162	$56,576	$58,011
8	184	201	$47,403	$52,811	$54,163	$55,557	$56,971	$58,427	$59,925
9	202	221	$49,067	$54,475	$55,869	$57,304	$58,781	$60,278	$61,818
10	222	243	$50,794	$56,202	$57,637	$59,114	$60,632	$62,171	$63,773
11	244	267	$52,582	$57,990	$59,467	$60,986	$62,546	$64,147	$65,790
12	268	293	$59,779	$65,187	$66,851	$68,557	$70,304	$72,114	$73,965
13	294	322	$62,317	$67,725	$69,451	$71,240	$73,070	$74,942	$76,877
14	323	354	$65,104	$70,512	$72,322	$74,173	$76,066	$78,021	$80,018
15	355	389	$67,891	$73,299	$75,171	$77,106	$79,082	$81,120	$83,200
16	390	427	$70,866	$76,274	$78,229	$80,226	$82,285	$84,406	$86,570
17	428	469	$73,923	$79,331	$81,370	$83,450	$85,592	$87,776	$90,022
18	470	515	$77,085	$82,493	$84,614	$86,778	$88,982	$91,270	$93,621
19	516	565	$80,371	$85,779	$87,963	$90,210	$92,518	$94,910	$97,344
20	566	620	$83,678	$89,086	$91,374	$93,725	$96,138	$98,613	$101,150
21	621	680	$87,298	$92,706	$95,077	$97,510	$100,006	$102,565	$105,186
22	681	746	$90,938	$96,346	$98,821	$101,358	$103,958	$106,621	$109,346
23	747	818	$94,723	$100,131	$102,690	$105,331	$108,035	$110,802	$113,651
24	819	897	$98,634	$104,042	$106,704	$109,450	$112,258	$115,128	$118,082
25	898	983	$102,731	$108,139	$110,926	$113,776	$116,688	$119,662	$122,741

APPENDIX B12

ANNUAL RATES OF PAY
STANDARD 42 WEEKLY HOURS
EFFECTIVE APRIL 1, 2008
2.25% INCREASE

				ANNUAL HOURS 2,184					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$38,460	$44,139	$45,274	$46,432	$47,633	$48,856	$50,101
2	102	112	$39,924	$45,602	$46,781	$47,982	$49,206	$50,472	$51,761
3	113	124	$41,583	$47,262	$48,463	$49,708	$50,975	$52,285	$53,617
4	125	137	$43,068	$48,747	$49,992	$51,280	$52,613	$53,967	$55,343
5	138	151	$44,750	$50,429	$51,739	$53,049	$54,403	$55,801	$57,221
6	152	166	$46,301	$51,979	$53,311	$54,687	$56,085	$57,527	$59,012
7	167	183	$48,004	$53,683	$55,080	$56,478	$57,920	$59,405	$60,912
8	184	201	$49,773	$55,452	$56,871	$58,335	$59,820	$61,349	$62,921
9	202	221	$51,521	$57,199	$58,662	$60,169	$61,720	$63,292	$64,908
10	222	243	$53,333	$59,012	$60,519	$62,069	$63,664	$65,280	$66,961
11	244	267	$55,212	$60,890	$62,441	$64,035	$65,673	$67,355	$69,080
12	268	293	$62,768	$68,447	$70,194	$71,985	$73,819	$75,719	$77,663
13	294	322	$65,433	$71,111	$72,924	$74,802	$76,724	$78,690	$80,721
14	323	354	$68,359	$74,038	$75,938	$77,881	$79,869	$81,922	$84,018
15	355	389	$71,286	$76,964	$78,930	$80,961	$83,036	$85,176	$87,360
16	390	427	$74,409	$80,087	$82,140	$84,237	$86,399	$88,627	$90,898
17	428	469	$77,619	$83,298	$85,438	$87,622	$89,872	$92,165	$94,524
18	470	515	$80,939	$86,617	$88,845	$91,116	$93,432	$95,834	$98,302
19	516	565	$84,390	$90,068	$92,361	$94,720	$97,144	$99,656	$102,211
20	566	620	$87,862	$93,541	$95,943	$98,411	$100,944	$103,543	$106,208
21	621	680	$91,662	$97,341	$99,831	$102,386	$105,007	$107,693	$110,445
22	681	746	$95,484	$101,163	$103,762	$106,426	$109,156	$111,952	$114,813
23	747	818	$99,459	$105,138	$107,824	$110,598	$113,437	$116,342	$119,334
24	819	897	$103,565	$109,244	$112,039	$114,922	$117,870	$120,884	$123,986
25	898	983	$107,868	$113,546	$116,473	$119,465	$122,522	$125,646	$128,878

APPENDIX B13

HOURLY RATES OF PAY
EFFECTIVE OCTOBER 1, 2008
2.25% INCREASE

				HOURLY RATES					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$18.07	$20.67	$21.20	$21.74	$22.30	$22.87	$23.46
2	102	112	$18.73	$21.33	$21.88	$22.44	$23.02	$23.62	$24.23
3	113	124	$19.52	$22.12	$22.69	$23.27	$23.86	$24.47	$25.10
4	125	137	$20.23	$22.83	$23.41	$24.01	$24.63	$25.26	$25.91
5	138	151	$21.00	$23.60	$24.21	$24.83	$25.47	$26.12	$26.79
6	152	166	$21.74	$24.34	$24.96	$25.60	$26.26	$26.93	$27.62
7	167	183	$22.52	$25.12	$25.77	$26.43	$27.11	$27.81	$28.52
8	184	201	$23.34	$25.94	$26.61	$27.29	$27.99	$28.71	$29.45
9	202	221	$24.18	$26.78	$27.46	$28.16	$28.88	$29.62	$30.38
10	222	243	$25.02	$27.62	$28.33	$29.06	$29.81	$30.57	$31.35
11	244	267	$25.89	$28.49	$29.22	$29.97	$30.74	$31.53	$32.34
12	268	293	$29.44	$32.04	$32.86	$33.70	$34.56	$35.45	$36.36
13	294	322	$30.69	$33.29	$34.14	$35.02	$35.92	$36.84	$37.79
14	323	354	$32.07	$34.67	$35.56	$36.47	$37.40	$38.36	$39.34
15	355	389	$33.44	$36.04	$36.96	$37.91	$38.88	$39.88	$40.90
16	390	427	$34.90	$37.50	$38.46	$39.45	$40.46	$41.50	$42.56
17	428	469	$36.41	$39.01	$40.01	$41.03	$42.08	$43.15	$44.26
18	470	515	$37.95	$40.55	$41.59	$42.66	$43.75	$44.87	$46.02
19	516	565	$39.56	$42.16	$43.24	$44.35	$45.49	$46.66	$47.85
20	566	620	$41.22	$43.82	$44.94	$46.09	$47.28	$48.49	$49.73
21	621	680	$42.96	$45.56	$46.73	$47.93	$49.16	$50.42	$51.71
22	681	746	$44.76	$47.36	$48.57	$49.82	$51.10	$52.41	$53.75
23	747	818	$46.63	$49.23	$50.49	$51.78	$53.11	$54.47	$55.87
24	819	897	$48.55	$51.15	$52.46	$53.81	$55.19	$56.60	$58.05
25	898	983	$50.56	$53.16	$54.53	$55.93	$57.36	$58.83	$60.34

APPENDIX B14

ANNUAL RATES OF PAY
STANDARD 37.5 WEEKLY HOURS
EFFECTIVE OCTOBER 1, 2008
2.25% INCREASE

				ANNUAL HOURS 1,950					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$35,237	$40,307	$41,340	$42,393	$43,485	$44,597	$45,747
2	102	112	$36,524	$41,594	$42,666	$43,758	$44,889	$46,059	$47,249
3	113	124	$38,064	$43,134	$44,246	$45,377	$46,527	$47,717	$48,945
4	125	137	$39,449	$44,519	$45,650	$46,820	$48,029	$49,257	$50,525
5	138	151	$40,950	$46,020	$47,210	$48,419	$49,667	$50,934	$52,241
6	152	166	$42,393	$47,463	$48,672	$49,920	$51,207	$52,514	$53,859
7	167	183	$43,914	$48,984	$50,252	$51,539	$52,865	$54,230	$55,614
8	184	201	$45,513	$50,583	$51,890	$53,216	$54,581	$55,985	$57,428
9	202	221	$47,151	$52,221	$53,547	$54,912	$56,316	$57,759	$59,241
10	222	243	$48,789	$53,859	$55,244	$56,667	$58,130	$59,612	$61,133
11	244	267	$50,486	$55,556	$56,979	$58,442	$59,943	$61,484	$63,063
12	268	293	$57,408	$62,478	$64,077	$65,715	$67,392	$69,128	$70,902
13	294	322	$59,846	$64,916	$66,573	$68,289	$70,044	$71,838	$73,691
14	323	354	$62,537	$67,607	$69,342	$71,117	$72,930	$74,802	$76,713
15	355	389	$65,208	$70,278	$72,072	$73,925	$75,816	$77,766	$79,755
16	390	427	$68,055	$73,125	$74,997	$76,928	$78,897	$80,925	$82,992
17	428	469	$71,000	$76,070	$78,020	$80,009	$82,056	$84,143	$86,307
18	470	515	$74,003	$79,073	$81,101	$83,187	$85,313	$87,497	$89,739
19	516	565	$77,142	$82,212	$84,318	$86,483	$88,706	$90,987	$93,308
20	566	620	$80,379	$85,449	$87,633	$89,876	$92,196	$94,556	$96,974
21	621	680	$83,772	$88,842	$91,124	$93,464	$95,862	$98,319	$100,835
22	681	746	$87,282	$92,352	$94,712	$97,149	$99,645	$102,200	$104,813
23	747	818	$90,929	$95,999	$98,456	$100,971	$103,565	$106,217	$108,947
24	819	897	$94,673	$99,743	$102,297	$104,930	$107,621	$110,370	$113,198
25	898	983	$98,592	$103,662	$106,334	$109,064	$111,852	$114,719	$117,663

APPENDIX B15

ANNUAL RATES OF PAY
STANDARD 40 WEEKLY HOURS
EFFECTIVE OCTOBER 1, 2008
2.25% INCREASE

				ANNUAL HOURS 2,080					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$37,586	$42,994	$44,096	$45,219	$46,384	$47,570	$48,797
2	102	112	$38,958	$44,366	$45,510	$46,675	$47,882	$49,130	$50,398
3	113	124	$40,602	$46,010	$47,195	$48,402	$49,629	$50,898	$52,208
4	125	137	$42,078	$47,486	$48,693	$49,941	$51,230	$52,541	$53,893
5	138	151	$43,680	$49,088	$50,357	$51,646	$52,978	$54,330	$55,723
6	152	166	$45,219	$50,627	$51,917	$53,248	$54,621	$56,014	$57,450
7	167	183	$46,842	$52,250	$53,602	$54,974	$56,389	$57,845	$59,322
8	184	201	$48,547	$53,955	$55,349	$56,763	$58,219	$59,717	$61,256
9	202	221	$50,294	$55,702	$57,117	$58,573	$60,070	$61,610	$63,190
10	222	243	$52,042	$57,450	$58,926	$60,445	$62,005	$63,586	$65,208
11	244	267	$53,851	$59,259	$60,778	$62,338	$63,939	$65,582	$67,267
12	268	293	$61,235	$66,643	$68,349	$70,096	$71,885	$73,736	$75,629
13	294	322	$63,835	$69,243	$71,011	$72,842	$74,714	$76,627	$78,603
14	323	354	$66,706	$72,114	$73,965	$75,858	$77,792	$79,789	$81,827
15	355	389	$69,555	$74,963	$76,877	$78,853	$80,870	$82,950	$85,072
16	390	427	$72,592	$78,000	$79,997	$82,056	$84,157	$86,320	$88,525
17	428	469	$75,733	$81,141	$83,221	$85,342	$87,526	$89,752	$92,061
18	470	515	$78,936	$84,344	$86,507	$88,733	$91,000	$93,330	$95,722
19	516	565	$82,285	$87,693	$89,939	$92,248	$94,619	$97,053	$99,528
20	566	620	$85,738	$91,146	$93,475	$95,867	$98,342	$100,859	$103,438
21	621	680	$89,357	$94,765	$97,198	$99,694	$102,253	$104,874	$107,557
22	681	746	$93,101	$98,509	$101,026	$103,626	$106,288	$109,013	$111,800
23	747	818	$96,990	$102,398	$105,019	$107,702	$110,469	$113,298	$116,210
24	819	897	$100,984	$106,392	$109,117	$111,925	$114,795	$117,728	$120,744
25	898	983	$105,165	$110,573	$113,422	$116,334	$119,309	$122,366	$125,507

APPENDIX B16

ANNUAL RATES OF PAY
STANDARD 42 WEEKLY HOURS
EFFECTIVE OCTOBER 1, 2008
2.25% INCREASE

				ANNUAL RATES 2,184					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$39,465	$45,143	$46,301	$47,480	$48,703	$49,948	$51,237
2	102	112	$40,906	$46,585	$47,786	$49,009	$50,276	$51,586	$52,918
3	113	124	$42,632	$48,310	$49,555	$50,822	$52,110	$53,442	$54,818
4	125	137	$44,182	$49,861	$51,127	$52,438	$53,792	$55,168	$56,587
5	138	151	$45,864	$51,542	$52,875	$54,229	$55,626	$57,046	$58,509
6	152	166	$47,480	$53,159	$54,513	$55,910	$57,352	$58,815	$60,322
7	167	183	$49,184	$54,862	$56,282	$57,723	$59,208	$60,737	$62,288
8	184	201	$50,975	$56,653	$58,116	$59,601	$61,130	$62,703	$64,319
9	202	221	$52,809	$58,488	$59,973	$61,501	$63,074	$64,690	$66,350
10	222	243	$54,644	$60,322	$61,873	$63,467	$65,105	$66,765	$68,468
11	244	267	$56,544	$62,222	$63,816	$65,454	$67,136	$68,862	$70,631
12	268	293	$64,297	$69,975	$71,766	$73,601	$75,479	$77,423	$79,410
13	294	322	$67,027	$72,705	$74,562	$76,484	$78,449	$80,459	$82,533
14	323	354	$70,041	$75,719	$77,663	$79,650	$81,682	$83,778	$85,919
15	355	389	$73,033	$78,711	$80,721	$82,795	$84,914	$87,098	$89,326
16	390	427	$76,222	$81,900	$83,997	$86,159	$88,365	$90,636	$92,951
17	428	469	$79,519	$85,198	$87,382	$89,610	$91,903	$94,240	$96,664
18	470	515	$82,883	$88,561	$90,833	$93,169	$95,550	$97,996	$100,508
19	516	565	$86,399	$92,077	$94,436	$96,860	$99,350	$101,905	$104,504
20	566	620	$90,024	$95,703	$98,149	$100,661	$103,260	$105,902	$108,610
21	621	680	$93,825	$99,503	$102,058	$104,679	$107,365	$110,117	$112,935
22	681	746	$97,756	$103,434	$106,077	$108,807	$111,602	$114,463	$117,390
23	747	818	$101,840	$107,518	$110,270	$113,088	$115,992	$118,962	$122,020
24	819	897	$106,033	$111,712	$114,573	$117,521	$120,535	$123,614	$126,781
25	898	983	$110,423	$116,101	$119,094	$122,151	$125,274	$128,485	$131,783

APPENDIX B17

HOURLY RATES OF PAY
EFFECTIVE APRIL 1, 2009
2.5% INCREASE

				HOURLY RATES					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$18.59	$21.19	$21.73	$22.28	$22.85	$23.44	$24.04
2	102	112	$19.28	$21.88	$22.44	$23.02	$23.61	$24.22	$24.84
3	113	124	$20.06	$22.66	$23.24	$23.84	$24.45	$25.08	$25.72
4	125	137	$20.80	$23.40	$23.99	$24.61	$25.25	$25.90	$26.56
5	138	151	$21.59	$24.19	$24.82	$25.45	$26.10	$26.77	$27.46
6	152	166	$22.34	$24.94	$25.58	$26.24	$26.91	$27.60	$28.31
7	167	183	$23.15	$25.75	$26.42	$27.09	$27.78	$28.50	$29.23
8	184	201	$24.00	$26.60	$27.28	$27.98	$28.70	$29.44	$30.19
9	202	221	$24.84	$27.44	$28.14	$28.86	$29.60	$30.36	$31.14
10	222	243	$25.72	$28.32	$29.05	$29.79	$30.55	$31.33	$32.13
11	244	267	$26.60	$29.20	$29.95	$30.72	$31.51	$32.32	$33.15
12	268	293	$30.24	$32.84	$33.68	$34.54	$35.43	$36.34	$37.27
13	294	322	$31.53	$34.13	$35.00	$35.90	$36.82	$37.76	$38.73
14	323	354	$32.93	$35.53	$36.44	$37.37	$38.33	$39.31	$40.32
15	355	389	$34.33	$36.93	$37.87	$38.84	$39.84	$40.87	$41.92
16	390	427	$35.82	$38.42	$39.41	$40.42	$41.46	$42.53	$43.62
17	428	469	$37.38	$39.98	$41.00	$42.05	$43.13	$44.23	$45.36
18	470	515	$38.96	$41.56	$42.63	$43.72	$44.84	$45.99	$47.17
19	516	565	$40.62	$43.22	$44.32	$45.46	$46.63	$47.83	$49.05
20	566	620	$42.31	$44.91	$46.06	$47.24	$48.46	$49.70	$50.97
21	621	680	$ 44.10	$46.70	$47.90	$49.13	$50.39	$51.68	$53.00
22	681	746	$45.94	$48.54	$49.78	$51.06	$52.37	$53.71	$55.09
23	747	818	$47.85	$50.45	$51.74	$53.07	$54.43	$55.83	$57.26
24	819	897	$49.83	$52.43	$53.77	$55.15	$56.56	$58.01	$59.50
25	898	983	$51.90	$54.50	$55.90	$57.33	$58.80	$60.30	$61.85

APPENDIX B18

ANNUAL RATES OF PAY
STANDARD 37.5 WEEKLY HOURS
EFFECTIVE APRIL 1, 2009
2.5% INCREASE

				ANNUAL HOUR 1,950					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$36,251	$41,321	$42,374	$43,446	$44,558	$45,708	$46,878
2	102	112	$37,596	$42,666	$43,758	$44,889	$46,040	$47,229	$48,438
3	113	124	$39,117	$44,187	$45,318	$46,488	$47,678	$48,906	$50,154
4	125	137	$40,560	$45,630	$46,781	$47,990	$49,238	$50,505	$51,792
5	138	151	$42,101	$47,171	$48,399	$49,628	$50,895	$52,202	$53,547
6	152	166	$43,563	$48,633	$49,881	$51,168	$52,475	$53,820	$55,205
7	167	183	$45,143	$50,213	$51,519	$52,826	$54,171	$55,575	$56,999
8	184	201	$46,800	$51,870	$53,196	$54,561	$55,965	$57,408	$58,871
9	202	221	$48,438	$53,508	$54,873	$56,277	$57,720	$59,202	$60,723
10	222	243	$50,154	$55,224	$56,648	$58,091	$59,573	$61,094	$62,654
11	244	267	$51,870	$56,940	$58,403	$59,904	$61,445	$63,024	$64,643
12	268	293	$58,968	$64,038	$65,676	$67,353	$69,089	$70,863	$72,677
13	294	322	$61,484	$66,554	$68,250	$70,005	$71,799	$73,632	$75,524
14	323	354	$64,214	$69,284	$71,058	$72,872	$74,744	$76,655	$78,624
15	355	389	$66,944	$72,014	$73,847	$75,738	$77,688	$79,697	$81,744
16	390	427	$69,849	$74,919	$76,850	$78,819	$80,847	$82,934	$85,059
17	428	469	$72,891	$77,961	$79,950	$81,998	$84,104	$86,249	$88,452
18	470	515	$75,972	$81,042	$83,129	$85,254	$87,438	$89,681	$91,982
19	516	565	$79,209	$84,279	$86,424	$88,647	$90,929	$93,269	$95,648
20	566	620	$82,505	$87,575	$89,817	$92,118	$94,497	$96,915	$99,392
21	621	680	$85,995	$91,065	$93,405	$95,804	$98,261	$100,776	$103,350
22	681	746	$89,583	$94,653	$97,071	$99,567	$102,122	$104,735	$107,426
23	747	818	$93,308	$98,378	$100,893	$103,487	$106,139	$108,869	$111,657
24	819	897	$97,169	$102,239	$104,852	$107,543	$110,292	$113,120	$116,025
25	898	983	$101,205	$106,275	$109,005	$111,794	$114,660	$117,585	$120,608

APPENDIX B19

ANNUAL RATES OF PAY
STANDARD 40 WEEKLY HOURS
EFFECTIVE APRIL 1, 2009
2.5% INCREASE

				ANNUAL HOUES 2,080					
Pay	Min	Max							
Range	Pts	Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$38,667	$44,075	$45,198	$46,342	$47,528	$48,755	$50,003
2	102	112	$40,102	$45,510	$46,675	$47,882	$49,109	$50,378	$51,667
3	113	124	$41,725	$47,133	$48,339	$49,587	$50,856	$52,166	$53,498
4	125	137	$43,264	$48,672	$49,899	$51,189	$52,520	$53,872	$55,245
5	138	151	$44,907	$50,315	$51,626	$52,936	$54,288	$55,682	$57,117
6	152	166	$46,467	$51,875	$53,206	$54,579	$55,973	$57,408	$58,885
7	167	183	$48,152	$53,560	$54,954	$56,347	$57,782	$59,280	$60,798
8	184	201	$49,920	$55,328	$56,742	$58,198	$59,696	$61,235	$62,795
9	202	221	$51,667	$57,075	$58,531	$60,029	$61,568	$63,149	$64,771
10	222	243	$53,498	$58,906	$60,424	$61,963	$63,544	$65,166	$66,830
11	244	267	$55,328	$60,736	$62,296	$63,898	$65,541	$67,226	$68,952
12	268	293	$62,899	$68,307	$70,054	$71,843	$73,694	$75,587	$77,522
13	294	322	$65,582	$70,990	$72,800	$74,672	$76,586	$78,541	$80,558
14	323	354	$68,494	$73,902	$75,795	$77,730	$79,726	$81,765	$83,866
15	355	389	$71,406	$76,814	$78,770	$80,787	$82,867	$85,010	$87,194
16	390	427	$74,506	$79,914	$81,973	$84,074	$86,237	$88,462	$90,730
17	428	469	$77,750	$83,158	$85,280	$87,464	$89,710	$91,998	$94,349
18	470	515	$81,037	$86,445	$88,670	$90,938	$93,267	$95,659	$98,114
19	516	565	$84,490	$89,898	$92,186	$94,557	$96,990	$99,486	$102,024
20	566	620	$88,005	$93,413	$95,805	$98,259	$100,797	$103,376	$106,018
21	621	680	$91,728	$97,136	$99,632	$102,190	$104,811	$107,494	$110,240
22	681	746	$95,555	$100,963	$103,542	$106,205	$108,930	$111,717	$114,587
23	747	818	$99,528	$104,936	$107,619	$110,386	$113,214	$116,126	$119,101
24	819	897	$103,646	$109,054	$111,842	$114,712	$117,645	$120,661	$123,760
25	898	983	$107,952	$113,360	$116,272	$119,246	$122,304	$125,424	$128,648

APPENDIX B20

ANNUAL RATES OF PAY
STANDARD 42 WEEKLY HOURS
EFFECTIVE APRIL 1, 2009
2.5% INCREASE

				ANNUAL RATES 2,184					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$40,601	$46,279	$47,458	$48,660	$49,904	$51,193	$52,503
2	102	112	$42,108	$47,786	$49,009	$50,276	$51,564	$52,896	$54,251
3	113	124	$43,811	$49,489	$50,756	$52,067	$53,399	$54,775	$56,172
4	125	137	$45,427	$51,106	$52,394	$53,748	$55,146	$56,566	$58,007
5	138	151	$47,153	$52,831	$54,207	$55,583	$57,002	$58,466	$59,973
6	152	166	$48,791	$54,469	$55,867	$57,308	$58,771	$60,278	$61,829
7	167	183	$50,560	$56,238	$57,701	$59,165	$60,672	$62,244	$63,838
8	184	201	$52,416	$58,094	$59,580	$61,108	$62,681	$64,297	$65,935
9	202	221	$54,251	$59,929	$61,458	$63,030	$64,646	$66,306	$68,010
10	222	243	$56,172	$61,851	$63,445	$65,061	$66,721	$68,425	$70,172
11	244	267	$58,094	$63,773	$65,411	$67,092	$68,818	$70,587	$72,400
12	268	293	$66,044	$71,723	$73,557	$75,435	$77,379	$79,367	$81,398
13	294	322	$68,862	$74,540	$76,440	$78,406	$80,415	$82,468	$84,586
14	323	354	$71,919	$77,598	$79,585	$81,616	$83,713	$85,853	$88,059
15	355	389	$74,977	$80,655	$82,708	$84,827	$87,011	$89,260	$91,553
16	390	427	$78,231	$83,909	$86,071	$88,277	$90,549	$92,886	$95,266
17	428	469	$81,638	$87,316	$89,544	$91,837	$94,196	$96,598	$99,066
18	470	515	$85,089	$90,767	$93,104	$95,484	$97,931	$100,442	$103,019
19	516	565	$88,714	$94,392	$96,795	$99,285	$101,840	$104,461	$107,125
20	566	620	$92,405	$98,083	$100,595	$103,172	$105,837	$108,545	$111,318
21	621	680	$96,314	$101,993	$104,614	$107,300	$110,052	$112,869	$115,752
22	681	746	$100,333	$106,011	$108,720	$111,515	$114,376	$117,303	$120,317
23	747	818	$104,504	$110,183	$113,000	$115,905	$118,875	$121,933	$125,056
24	819	897	$108,829	$114,507	$117,434	$120,448	$123,527	$126,694	$129,948
25	898	983	$113,350	$119,028	$122,086	$125,209	$128,419	$131,695	$135,080

APPENDIX B21

HOURLY RATES OF PAY
EFFECTIVE OCTOBER 1, 2009
2.5% INCREASE

				HOURLY RATES					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$19.10	$21.70	$22.26	$22.83	$23.42	$24.02	$24.64
2	102	112	$19.83	$22.43	$23.00	$23.59	$24.19	$24.82	$25.46
3	113	124	$20.64	$23.24	$23.84	$24.45	$25.07	$25.71	$26.37
4	125	137	$21.39	$23.99	$24.60	$25.23	$25.88	$26.54	$27.22
5	138	151	$22.20	$24.80	$25.44	$26.09	$26.76	$27.45	$28.15
6	152	166	$22.96	$25.56	$26.22	$26.89	$27.58	$28.29	$29.02
7	167	183	$23.80	$26.40	$27.08	$27.77	$28.48	$29.22	$29.96
8	184	201	$24.67	$27.27	$27.97	$28.69	$29.43	$30.18	$30.95
9	202	221	$25.52	$28.12	$28.84	$29.58	$30.34	$31.12	$31.92
10	222	243	$26.44	$29.04	$29.78	$30.54	$31.32	$32.12	$32.94
11	244	267	$27.33	$29.93	$30.70	$31.49	$32.30	$33.13	$33.98
12	268	293	$31.07	$33.67	$34.53	$35.41	$36.32	$37.25	$38.21
13	294	322	$32.38	$34.98	$35.88	$36.80	$37.74	$38.70	$39.70
14	323	354	$33.82	$36.42	$37.35	$38.31	$39.29	$40.30	$41.33
15	355	389	$35.26	$37.86	$38.83	$39.83	$40.85	$41.90	$42.97
16	390	427	$36.79	$39.39	$40.40	$41.44	$42.50	$43.59	$44.71
17	428	469	$38.38	$40.98	$42.03	$43.10	$44.21	$45.34	$46.50
18	470	515	$40.01	$42.61	$43.70	$44.82	$45.96	$47.14	$48.35
19	516	565	$41.71	$44.31	$45.44	$46.60	$47.79	$49.02	$50.27
20	566	620	$43.42	$46.02	$47.20	$48.41	$49.66	$50.93	$52.24
21	621	680	$45.27	$47.87	$49.10	$50.36	$51.65	$52.97	$54.33
22	681	746	$47.15	$49.75	$51.03	$52.34	$53.68	$55.06	$56.47
23	747	818	$49.12	$51.72	$53.05	$54.41	$55.80	$57.23	$58.70
24	819	897	$51.14	$53.74	$55.12	$56.53	$57.98	$59.47	$60.99
25	898	983	$53.26	$55.86	$57.30	$58.77	$60.28	$61.82	$63.40

APPENDIX B22

ANNUAL RATES OF PAY
STANDARD 37.5 WEEKLY HOURS
EFFECTIVE OCTOBER 1, 2009
2.5% INCREASE

				ANNUAL HOURS 1,950					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$37,245	$42,315	$43,407	$44,519	$45,669	$46,839	$48,048
2	102	112	$38,669	$43,739	$44,850	$46,001	$47,171	$48,399	$49,647
3	113	124	$40,248	$45,318	$46,488	$47,678	$48,887	$50,135	$51,422
4	125	137	$41,711	$46,781	$47,970	$49,199	$50,466	$51,753	$53,079
5	138	151	$43,290	$48,360	$49,608	$50,876	$52,182	$53,528	$54,893
6	152	166	$44,772	$49,842	$51,129	$52,436	$53,781	$55,166	$56,589
7	167	183	$46,410	$51,480	$52,806	$54,152	$55,536	$56,979	$58,422
8	184	201	$48,107	$53,177	$54,542	$55,946	$57,389	$58,851	$60,353
9	202	221	$49,764	$54,834	$56,238	$57,681	$59,163	$60,684	$62,244
10	222	243	$51,558	$56,628	$58,071	$59,553	$61,074	$62,634	$64,233
11	244	267	$53,294	$58,364	$59,865	$61,406	$62,985	$64,604	$66,261
12	268	293	$60,587	$65,657	$67,334	$69,050	$70,824	$72,638	$74,510
13	294	322	$63,141	$68,211	$69,966	$71,760	$73,593	$75,465	$77,415
14	323	354	$65,949	$71,019	$72,833	$74,705	$76,616	$78,585	$80,594
15	355	389	$68,757	$73,827	$75,719	$77,669	$79,658	$81,705	$83,792
16	390	427	$71,741	$76,811	$78,780	$80,808	$82,875	$85,001	$87,185
17	428	469	$74,841	$79,911	$81,959	$84,045	$86,210	$88,413	$90,675
18	470	515	$78,020	$83,090	$85,215	$87,399	$89,622	$91,923	$94,283
19	516	565	$81,335	$86,405	$88,608	$90,870	$93,191	$95,589	$98,027
20	566	620	$84,669	$89,739	$92,040	$94,400	$96,837	$99,314	$101,868
21	621	680	$88,277	$93,347	$95,745	$98,202	$100,718	$103,292	$105,944
22	681	746	$91,943	$97,013	$99,509	$102,063	$104,676	$107,367	$110,117
23	747	818	$95,784	$100,854	$103,448	$106,100	$108,810	$111,599	$114,465
24	819	897	$99,723	$104,793	$107,484	$110,234	$113,061	$115,967	$118,931
25	898	983	$103,857	$108,927	$111,735	$114,602	$117,546	$120,549	$123,630

APPENDIX B23

ANNUAL RATES OF PAY
STANDARD 40 WEEKLY HOURS
EFFECTIVE OCTOBER 1, 2009
2.5% INCREASE

				ANNUAL HOURS 2,080					
Pay	Min	Max							
Range	Pts	Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$39,728	$45,136	$46,301	$47,486	$48,714	$49,962	$51,251
2	102	112	$41,246	$46,654	$47,840	$49,067	$50,315	$51,626	$52,957
3	113	124	$42,931	$48,339	$49,587	$50,856	$52,146	$53,477	$54,850
4	125	137	$44,491	$49,899	$51,168	$52,478	$53,830	$55,203	$56,618
5	138	151	$46,176	$51,584	$52,915	$54,267	$55,661	$57,096	$58,552
6	152	166	$47,757	$53,165	$54,538	$55,931	$57,366	$58,843	$60,362
7	167	183	$49,504	$54,912	$56,326	$57,762	$59,238	$60,778	$62,317
8	184	201	$51,314	$56,722	$58,178	$59,675	$61,214	$62,774	$64,376
9	202	221	$53,082	$58,490	$59,987	$61,526	$63,107	$64,730	$66,394
10	222	243	$54,995	$60,403	$61,942	$63,523	$65,146	$66,810	$68,515
11	244	267	$56,846	$62,254	$63,856	$65,499	$67,184	$68,910	$70,678
12	268	293	$64,626	$70,034	$71,822	$73,653	$75,546	$77,480	$79,477
13	294	322	$67,350	$72,758	$74,630	$76,544	$78,499	$80,496	$82,576
14	323	354	$70,346	$75,754	$77,688	$79,685	$81,723	$83,824	$85,966
15	355	389	$73,341	$78,749	$80,766	$82,846	$84,968	$87,152	$89,378
16	390	427	$76,523	$81,931	$84,032	$86,195	$88,400	$90,667	$92,997
17	428	469	$79,830	$85,238	$87,422	$89,648	$91,957	$94,307	$96,720
18	470	515	$83,221	$88,629	$90,896	$93,226	$95,597	$98,051	$100,568
19	516	565	$86,757	$92,165	$94,515	$96,928	$99,403	$101,962	$104,562
20	566	620	$90,314	$95,722	$98,176	$100,693	$103,293	$105,934	$108,659
21	621	680	$94,162	$99,570	$102,128	$104,749	$107,432	$110,178	$113,006
22	681	746	$98,072	$103,480	$106,142	$108,867	$111,654	$114,525	$117,458
23	747	818	$102,170	$107,578	$110,344	$113,173	$116,064	$119,038	$122,096
24	819	897	$106,371	$111,779	$114,650	$117,582	$120,598	$123,698	$126,859
25	898	983	$110,781	$116,189	$119,184	$122,242	$125,382	$128,586	$131,872

APPENDIX B24

ANNUAL RATES OF PAY
STANDARD 42 WEEKLY HOURS
EFFECTIVE OCTOBER 1, 2009
2.5% INCREASE

				ANNUAL HOURS 2, 184					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$41,714	$47,393	$48,616	$49,861	$51,149	$52,460	$53,814
2	102	112	$43,309	$48,987	$50,232	$51,521	$52,831	$54,207	$55,605
3	113	124	$45,078	$50,756	$52,067	$53,399	$54,753	$56,151	$57,592
4	125	137	$46,716	$52,394	$53,726	$55,102	$56,522	$57,963	$59,448
5	138	151	$48,485	$54,163	$55,561	$56,981	$58,444	$59,951	$61,480
6	152	166	$50,145	$55,823	$57,264	$58,728	$60,235	$61,785	$63,380
7	167	183	$51,979	$57,658	$59,143	$60,650	$62,200	$63,816	$65,433
8	184	201	$53,879	$59,558	$61,086	$62,659	$64,275	$65,913	$67,595
9	202	221	$55,736	$61,414	$62,987	$64,603	$66,263	$67,966	$69,713
10	222	243	$57,745	$63,423	$65,040	$66,699	$68,403	$70,150	$71,941
11	244	267	$59,689	$65,367	$67,049	$68,774	$70,543	$72,356	$74,212
12	268	293	$67,857	$73,535	$75,414	$77,335	$79,323	$81,354	$83,451
13	294	322	$70,718	$76,396	$78,362	$80,371	$82,424	$84,521	$86,705
14	323	354	$73,863	$79,541	$81,572	$83,669	$85,809	$88,015	$90,265
15	355	389	$77,008	$82,686	$84,805	$86,989	$89,216	$91,510	$93,846
16	390	427	$80,349	$86,028	$88,234	$90,505	$92,820	$95,201	$97,647
17	428	469	$83,822	$89,500	$91,794	$94,130	$96,555	$99,023	$101,556
18	470	515	$87,382	$93,060	$95,441	$97,887	$100,377	$102,954	$105,596
19	516	565	$91,095	$96,773	$99,241	$101,774	$104,373	$107,060	$109,790
20	566	620	$94,829	$100,508	$103,085	$105,727	$108,457	$111,231	$114,092
21	621	680	$98,870	$104,548	$107,234	$109,986	$112,804	$115,686	$118,657
22	681	746	$102,976	$108,654	$111,450	$114,311	$117,237	$120,251	$123,330
23	747	818	$107,278	$112,956	$115,861	$118,831	$121,867	$124,990	$128,201
24	819	897	$111,690	$117,368	$120,382	$123,462	$126,628	$129,882	$133,202
25	898	983	$116,320	$121,998	$125,143	$128,354	$131,652	$135,015	$138,466

APPENDIX B25

HOURLY RATES OF PAY
EFFECTIVE APRIL 1, 2010
5% INCREASE

				HOURLY RATES					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$20.22	$22.82	$23.40	$23.99	$24.60	$25.23	$25.88
2	102	112	$20.95	$23.55	$24.15	$24.77	$25.40	$26.06	$26.73
3	113	124	$21.81	$24.41	$25.04	$25.68	$26.33	$27.00	$27.69
4	125	137	$22.59	$25.19	$25.83	$26.49	$27.17	$27.87	$28.58
5	138	151	$23.45	$26.05	$26.72	$27.40	$28.10	$28.82	$29.56
6	152	166	$24.25	$26.85	$27.54	$28.25	$28.97	$29.71	$30.47
7	167	183	$25.12	$27.72	$28.44	$29.16	$29.91	$30.68	$31.46
8	184	201	$26.04	$28.64	$29.37	$30.12	$30.89	$31.68	$32.49
9	202	221	$26.93	$29.53	$30.28	$31.06	$31.86	$32.68	$33.52
10	222	243	$27.88	$30.48	$31.26	$32.06	$32.88	$33.72	$34.58
11	244	267	$28.83	$31.43	$32.24	$33.07	$33.92	$34.79	$35.68
12	268	293	$32.76	$35.36	$36.27	$37.19	$38.14	$39.12	$40.12
13	294	322	$34.13	$36.73	$37.67	$38.64	$39.63	$40.64	$41.69
14	323	354	$35.64	$38.24	$39.22	$40.23	$41.26	$42.32	$43.40
15	355	389	$37.16	$39.76	$40.77	$41.82	$42.89	$43.99	$45.12
16	390	427	$38.76	$41.36	$42.42	$43.51	$44.63	$45.78	$46.95
17	428	469	$40.42	$43.02	$44.12	$45.25	$46.41	$47.60	$48.82
18	470	515	$42.13	$44.73	$45.88	$47.06	$48.26	$49.50	$50.77
19	516	565	$43.93	$46.53	$47.72	$48.94	$50.19	$51.48	$52.79
20	566	620	$45.73	$48.33	$49.57	$50.84	$52.15	$53.49	$54.86
21	621	680	$47.65	$50.25	$51.54	$52.86	$54.22	$55.61	$57.04
22	681	746	$49.64	$52.24	$53.58	$54.95	$56.36	$57.81	$59.29
23	747	818	$51.71	$54.31	$55.70	$57.13	$58.59	$60.09	$61.63
24	819	897	$53.83	$56.43	$57.88	$59.36	$60.88	$62.44	$64.04
25	898	983	$56.06	$58.66	$60.17	$61.71	$63.29	$64.91	$66.57

APPENDIX B26

ANNUAL RATES OF PAY
STANDARD 37.5 WEEKLY HOURS
EFFECTIVE APRIL 1, 2010
5% INCREASE

				ANNUAL HOURS 1,950					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$39,429	$44,499	$45,630	$46,781	$47,970	$49,199	$50,466
2	102	112	$40,853	$45,923	$47,093	$48,302	$49,530	$50,817	$52,124
3	113	124	$42,530	$47,600	$48,828	$50,076	$51,344	$52,650	$53,996
4	125	137	$44,051	$49,121	$50,369	$51,656	$52,982	$54,347	$55,731
5	138	151	$45,728	$50,798	$52,104	$53,430	$54,795	$56,199	$57,642
6	152	166	$47,288	$52,358	$53,703	$55,088	$56,492	$57,935	$59,417
7	167	183	$48,984	$54,054	$55,458	$56,862	$58,325	$59,826	$61,347
8	184	201	$50,778	$55,848	$57,272	$58,734	$60,236	$61,776	$63,356
9	202	221	$52,514	$57,584	$59,046	$60,567	$62,127	$63,726	$65,364
10	222	243	$54,366	$59,436	$60,957	$62,517	$64,116	$65,754	$67,431
11	244	267	$56,219	$61,289	$62,868	$64,487	$66,144	$67,841	$69,576
12	268	293	$63,882	$68,952	$70,727	$72,521	$74,373	$76,284	$78,234
13	294	322	$66,554	$71,624	$73,457	$75,348	$77,279	$79,248	$81,296
14	323	354	$69,498	$74,568	$76,479	$78,449	$80,457	$82,524	$84,630
15	355	389	$72,462	$77,532	$79,502	$81,549	$83,636	$85,781	$87,984
16	390	427	$75,582	$80,652	$82,719	$84,845	$87,029	$89,271	$91,553
17	428	469	$78,819	$83,889	$86,034	$88,238	$90,500	$92,820	$95,199
18	470	515	$82,154	$87,224	$89,466	$91,767	$94,107	$96,525	$99,002
19	516	565	$85,664	$90,734	$93,054	$95,433	$97,871	$100,386	$102,941
20	566	620	$89,174	$94,244	$96,662	$99,138	$101,693	$104,306	$106,977
21	621	680	$92,918	$97,988	$100,503	$103,077	$105,729	$108,440	$111,228
22	681	746	$96,798	$101,868	$104,481	$107,153	$109,902	$112,730	$115,616
23	747	818	$100,835	$105,905	$108,615	$111,404	$114,251	$117,176	$120,179
24	819	897	$104,969	$110,039	$112,866	$115,752	$118,716	$121,758	$124,878
25	898	983	$109,317	$114,387	$117,332	$120,335	$123,416	$126,575	$129,812

APPENDIX B27

ANNUAL RATES OF PAY
STANDARD 40 WEEKLY HOURS
EFFECTIVE APRIL 1, 2010
5% INCREASE

				ANNUAL RATES 2,080					
Pay	Min	Max							
Range	Pts	Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$42,058	$47,466	$48,672	$49,899	$51,168	$52,478	$53,830
2	102	112	$43,576	$48,984	$50,232	$51,522	$52,832	$54,205	$55,598
3	113	124	$45,365	$50,773	$52,083	$53,414	$54,766	$56,160	$57,595
4	125	137	$46,987	$52,395	$53,726	$55,099	$56,514	$57,970	$59,446
5	138	151	$48,776	$54,184	$55,578	$56,992	$58,448	$59,946	$61,485
6	152	166	$50,440	$55,848	$57,283	$58,760	$60,258	$61,797	$63,378
7	167	183	$52,250	$57,658	$59,155	$60,653	$62,213	$63,814	$65,437
8	184	201	$54,163	$59,571	$61,090	$62,650	$64,251	$65,894	$67,579
9	202	221	$56,014	$61,422	$62,982	$64,605	$66,269	$67,974	$69,722
10	222	243	$57,990	$63,398	$65,021	$66,685	$68,390	$70,138	$71,926
11	244	267	$59,966	$65,374	$67,059	$68,786	$70,554	$72,363	$74,214
12	268	293	$68,141	$73,549	$75,442	$77,355	$79,331	$81,370	$83,450
13	294	322	$70,990	$76,398	$78,354	$80,371	$82,430	$84,531	$86,715
14	323	354	$74,131	$79,539	$81,578	$83,678	$85,821	$88,026	$90,272
15	355	389	$77,293	$82,701	$84,802	$86,986	$89,211	$91,499	$93,850
16	390	427	$80,621	$86,029	$88,234	$90,501	$92,830	$95,222	$97,656
17	428	469	$84,074	$89,482	$91,770	$94,120	$96,533	$99,008	$101,546
18	470	515	$87,630	$93,038	$95,430	$97,885	$100,381	$102,960	$105,602
19	516	565	$91,374	$96,782	$99,258	$101,795	$104,395	$107,078	$109,803
20	566	620	$95,118	$100,526	$103,106	$105,747	$108,472	$111,259	$114,109
21	621	680	$99,112	$104,520	$107,203	$109,949	$112,778	$115,669	$118,643
22	681	746	$103,251	$108,659	$111,446	$114,296	$117,229	$120,245	$123,323
23	747	818	$107,557	$112,965	$115,856	$118,830	$121,867	$124,987	$128,190
24	819	897	$111,966	$117,374	$120,390	$123,469	$126,630	$129,875	$133,203
25	898	983	$116,605	$122,013	$125,154	$128,357	$131,643	$135,013	$138,466

APPENDIX B28

ANNUAL RATES OF PAY
STANDARD 42 WEEKLY HOURS
EFFECTIVE APRIL 1, 2010
5% INCREASE

				ANNUAL HOURS 2,184					
Pay Range	Min Pts	Max Pts	Casual	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	92	101	$44,160	$49,839	$51,106	$52,394	$53,726	$55,102	$56,522
2	102	112	$45,755	$51,433	$52,744	$54,098	$55,474	$56,915	$58,378
3	113	124	$47,633	$53,311	$54,687	$56,085	$57,505	$58,968	$60,475
4	125	137	$49,337	$55,015	$56,413	$57,854	$59,339	$60,868	$62,419
5	138	151	$51,215	$56,893	$58,356	$59,842	$61,370	$62,943	$64,559
6	152	166	$52,962	$58,640	$60,147	$61,698	$63,270	$64,887	$66,546
7	167	183	$54,862	$60,540	$62,113	$63,685	$65,323	$67,005	$68,709
8	184	201	$56,871	$62,550	$64,144	$65,782	$67,464	$69,189	$70,958
9	202	221	$58,815	$64,494	$66,132	$67,835	$69,582	$71,373	$73,208
10	222	243	$60,890	$66,568	$68,272	$70,019	$71,810	$73,644	$75,523
11	244	267	$62,965	$68,643	$70,412	$72,225	$74,081	$75,981	$77,925
12	268	293	$71,548	$77,226	$79,214	$81,223	$83,298	$85,438	$87,622
13	294	322	$74,540	$80,218	$82,271	$84,390	$86,552	$88,758	$91,051
14	323	354	$77,838	$83,516	$85,656	$87,862	$90,112	$92,427	$94,786
15	355	389	$81,157	$86,836	$89,042	$91,335	$93,672	$96,074	$98,542
16	390	427	$84,652	$90,330	$92,645	$95,026	$97,472	$99,984	$102,539
17	428	469	$88,277	$93,956	$96,358	$98,826	$101,359	$103,958	$106,623
18	470	515	$92,012	$97,690	$100,202	$102,779	$105,400	$108,108	$110,882
19	516	565	$95,943	$101,622	$104,220	$106,885	$109,615	$112,432	$115,293
20	566	620	$99,874	$105,553	$108,261	$111,035	$113,896	$116,822	$119,814
21	621	680	$104,068	$109,746	$112,563	$115,446	$118,416	$121,452	$124,575
22	681	746	$108,414	$114,092	$117,019	$120,011	$123,090	$126,257	$129,489
23	747	818	$112,935	$118,613	$121,649	$124,772	$127,961	$131,237	$134,600
24	819	897	$117,565	$123,243	$126,410	$129,642	$132,962	$136,369	$139,863
25	898	983	$122,435	$128,113	$131,411	$134,775	$138,225	$141,763	$145,389